



FORT ORD REUSE AUTHORITY

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REGULAR MEETING FORT ORD REUSE AUTHORITY BOARD OF DIRECTORS 910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall) Friday, April 8, 2016 at 2:00 p.m.

AGENDA

ALL ARE ENCOURAGED TO SUBMIT QUESTIONS/CONCERNS BY NOON APRIL 7, 2016.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

- a. Adopt Resolution Acknowledging Victoria Beach ([pg. 1](#)) ACTION

5. CONSENT AGENDA

CONSENT AGENDA consists of routine items accompanied by staff recommendation.

- a. Approve February 12, March 7, and March 11, 2016 Board Meeting Minutes ([pg. 2-14](#)) ACTION
- b. FORA/Agency Reimbursement Agreements Status (CSU Monterey Bay ([pg. 15-39](#)) 8th Avenue Roundabout Reimbursement) INFORMATION
- c. Environmental Services Cooperative Agreement Quarterly Update ([pg. 40-42](#)) INFORMATION
- d. FY 15-16 Mid-Year Budget Adjustment - Prevailing Wage Program ([pg. 43-44](#)) INFORMATION
- e. Water Augmentation: Program Update ([pg. 45-46](#)) INFORMATION
- f. Local Business/ Employment Update ([pg. 47-48](#)) INFORMATION

6. BUSINESS ITEMS

- a. Economic Development Quarterly Status Report ([pg. 49-50](#)) INFORMATION
- i. Economic Development Activity Update
 - ii. FORA/County of Monterey/UCSC MBEST Update
 - iii. Monterey Bay Economic Partnership
- b. Fort Ord Reuse Authority 2020 Sunset and Transition Plan ([pg. 51-74](#)) INFORMATION/ACTION
- c. Oak Woodland Conservation – Selection of Consultant ([pg. 75-96](#)) ACTION

7. 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.

8. EXECUTIVE OFFICER'S REPORT

INFORMATION

The Executive Officer makes brief reports regarding FORA's ongoing activities or request clarification or direction regarding meeting or study session scheduling.

- a. Habitat Conservation Plan Update ([pg. 97](#))
- b. Administrative Committee ([pg. 98-100](#))
- c. Post Reassessment Advisory Committee ([pg. 101-103](#))
- d. Regional Urban Design Guidelines Task Force ([pg. 104-107](#))
- e. Veterans Issues Advisory Committee ([pg. 108-111](#))
- f. Water/Wastewater Oversight Committee ([pg. 112-115](#))
- g. Travel Report ([pg. 116-117](#))
- h. Public Correspondence to the Board ([pg. 118](#))

9. ADJOURNMENT

NEXT BOARD MEETING: May 13, 2016

Persons seeking disability related accommodations should contact the Deputy Clerk at (831) 883-3672 forty-eight (48) hours 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 Channel 25. The video and meeting materials are available online at www.fora.org

RESOLUTION NO. 16-xx

A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
Acknowledging Victoria Beach

IT IS HEREBY RESOLVED by the Fort Ord Reuse Authority (FORA) Board of Directors that:

WHEREAS, Victoria Beach was elected Councilwoman of the City of Carmel-by-the-Sea in April 2012 and was appointed to the FORA Board of Directors in December of 2012; and,

WHEREAS, Ms. Beach, served as Councilwoman with commendable attention for transparency, notable persistence, and community design sensitivity while focusing on multiple Carmel neighborhood programs and financial accountability; and,

WHEREAS, during Councilwoman Beach's FORA Board of Directors tenure, she focused and advocated for the Fort Ord National Monument dedication, Regional Urban Design Guidelines creation on Monterey Bay and former Fort Ord Trails networks establishment and directed attention to Carmel's interests in former Fort Ord reuse plan implementation; and,

WHEREAS, Councilwoman Beach actively engaged and supported Monterey Bay Regional efforts to produce effective water supply and emphasized the importance of former Fort Ord job creating development projects; and,

WHEREAS, the FORA Board benefited greatly from Councilwoman Beach's penchant for brief, pointed comments, humor and patience while supporting special design consultants, and serving on the Regional Urban Design Guidelines Task Force; and,

WHEREAS, Councilwoman Beach maintained support for broad regional community participation in former Fort Ord programs and issues.

NOW, THEREFORE, BE IT RESOLVED for all the reasons described above, but not limited thereto, and on behalf of the Fort Ord Reuse Authority, the Board of Directors hereby expresses its sincere commendation to Councilwoman Victoria Beach.

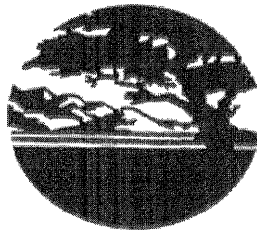
BE IT FURTHER RESOLVED, on behalf of the entire Fort Ord Reuse Authority family, the Board of Directors extends its deepest gratitude to Victoria Beach for her laudable leadership and extraordinary service to the Monterey Bay Region's Fort Ord closure recovery programs.

PASSED AND ADOPTED by the Fort Ord Reuse Authority Board of Directors this 8th day of April, 2016.

- AYES:
- NOES:
- ABSTENTIONS:
- ABSENT:

Attest: _____
Michael A. Houlemard, Jr.
Executive Officer

Frank O'Connell, FORA Board Chair



**FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

Friday, February 12, 2016 at 2:00 p.m.
910 2nd Avenue, Marina, CA 93933 (Carpenters Union Hall)

1. CALL TO ORDER

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

The Board received no public comment.

2. PLEDGE OF ALLEGIANCE

Board member Morton led the pledge of allegiance.

3. CLOSED SESSION

Conference with Legal Counsel - Existing Litigation, Gov. Code 54956.9(a) – 1 Case
i. *Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA)*, Case No.: M 114961

Chair O'Connell introduced the item to Board before going to closed session.

The Board adjourned into closed session at 2:04 p.m. Chair O'Connell asked for public comment. No public comment was received.

4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

The Board reconvened into open session at 2:41 p.m.

Authority Counsel, Jon Giffen, announced there was no reportable action taken by Board. No public comment was received.

5. ROLL CALL

Mayor Rubio (City of Seaside)
Mayor Pendergrass (City of Sand City)
Mayor Gunter (City of Salinas)
Mayor Pro-Tem Oglesby (City of Seaside)
Mayor Pro-Tem O'Connell (City of Marina)
Council member Clark (City of Del Rey Oaks)
Council member Beach (City of Carmel)

Supervisor Potter (County of Monterey)
Supervisor Phillips (County of Monterey)
Supervisor Parker (County of Monterey)
Council member Haffa (City of Monterey)
Mayor Kampe (City of Pacific Grove)
Council member Morton (City of Marina)

Ex-officio (Non-Voting) Board Members Present: Dr. Ochoa (CSUMB), Walter Tribbley (MPC), Donna Blitzer (UCSC), Bill Collins (Ft Ord BRAC Office), Nicole Charles (CA Senator Monning) AR, Alec Arago (20th Congressional Dist.) AR, Vicki Nakamura (MPC), Lisa Reinheimer (MST), PK Diffenbaugh, (MPSUD), and Howard Gustafson (MCWD).

Absent: Erica Parker (CA Assembly member Stone), Col Fellingner* (U.S. Army), Debbie Hale, (TAMC).

6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE

a. Adopt Resolution Acknowledging John Dunn

Mr. Houlemard recognized John Dunn's contributions to FORA and read the resolution to Board.

MOTION: Mayor Rubio moved, seconded by Mayor Pro-Tem Oglesby to approve the resolution as presented.

MOTION PASSED UNANIMOUSLY.

Mayor Rubio and Mayor Pro-Tem Oglesby commented on Mr. Dunn's great work and his accomplishments for the City of Seaside. Mr. Dunn stated it was a great honor to have served on FORA's committee and complimented their work. He added his appreciation for all work done for City of Seaside.

Mr. Houlemard, Nancy Kotowski and Mayor Pendergrass announced on behalf of the Monterey Peninsula Chamber of Commerce the selection of the 2015 Public Official of the Year to Mayor Rubio. Ms. Kotowski stated Mr. Rubio is a distinguished public servant in our community, one who pours heart and soul in representing the public. The awards dinner was scheduled for March 12, 2016. Mayor Rubio said he appreciated the honor bestowed on him and complimented his colleagues for the great work done in the community.

CSU Monterey Bay President Ochoa provided information on a roundabout project at CSUMB. President Ochoa said that construction is scheduled on 8th Avenue and InterGarrison Road and that a portion of this work is on FORA's land. He requested entering into a reimbursement agreement with FORA. Mr. Houlemard responded FORA would coordinate this work with CSUMB and added if costs are exceed \$25,000 the Board would have to provide its approval.

7. CONSENT AGENDA

Chair O'Connell introduced the items on the Consent agenda and that on Item 7e, Board member Haffa is unable to attend PRAC meetings and he is joining the Finance Committee.

- a. Approve January 8, 2016 Board Meeting Minutes
- b. Receive Industrial Hygienist Contract
- c. Economic & Planning Systems, Inc. (EPS) Contract Amendment #10 for Biennial Formulaic Fee Review
- d. Inner City Fund International (ICF) Contract Amendment #7
- e. Chair 2016 Committee Appointments
 - i. Confirm Appointments
 - ii. Confirm Committee/Ad-Hoc appointments

MOTION: Mayor Rubio moved, seconded by Mayor Pro-Tem Oglesby to approve the full Consent Agenda (Items 7a-7e) as presented. Abstentions: Mayor Kampe.

MOTION PASSED UNANIMOUSLY.

Chair O'Connell asked for public comment. No public comment was received.

8. BUSINESS ITEM

- a. Fort Ord Reuse Authority Prevailing Wage Program

Mr. Houlemard said Board requested that Finance Committee review this item first. Mr. Norris provided a power point presentation showing latest updates on labor/public works law and pointed out that the monies are already allocated on the Capital Improvement Program budget and the duration would be for a period of up to 5 years. He added FORA is the enforcement agency for contracts to which FORA is a direct party and member jurisdictions are responsible for enforcement of all other contracts.

The Board received comments from Board members requesting clarification as to whether FORA is the awarding entity on public works contracts; how does this fulfill the redaction of public information; would other jurisdictions utilize the software FORA is acquiring; the process to access those records; and how would FORA check with jurisdictions to see if they are complying with reporting requirements.

Authority Counsel responded that FORA is not the awarding agency. Mr. Norris added that members of the public can ask for certain levels of public information. If a complaint arises, the party can go directly to that company, etc. to request full access for the information. If a complaint is brought to FORA then we will help by providing a centralized system and the best support to be provided to jurisdictions to fulfill their responsibilities given their lack of resources. Mr. Houlemard acknowledged communications from the labor council and Ms. Haines. He said FORA continues to communicate with DIR and hopes to receive some information in the next two weeks and that hiring a compliance officer would be extremely helpful to all jurisdictions.

Chair O'Connell said this is the first vote on this Item and it requires an unanimous vote. He then invited the public for comments.

The Board received public comment.

MOTION: Mayor Rubio moved, seconded by Councilmember Haffa, to approve staff's recommendation of Option A and up to \$200,000 funding.

MOTION WAS NOT UNANIMOUS. This item will return to next meeting for second vote.

Board member Haffa said that if a prevailing wage contract happens to be outside FORA, would access be given to those jurisdictions. Mr. Houlemard responded that FORA membership (jurisdictions) would have access. Chair O'Connell asked Board members to submit any comments pertaining this Item.

b. Fort Ord Reuse Authority Fiscal Year 2015-16 Mid-Year

Chair O'Connell said the Finance Committee was not able to review this item at their February 3 meeting due to illnesses and absences of Executive committee members. Mr. Houlemard introduced this item and Ivana Bednarik provided a summary. Mr. Houlemard added that FORA did not get the grant to assist with Industrial Hygienist work but the close of escrow on Preston Park brought additional funds. A request for additional expenses was included due to a higher cost of employer contribution in PERS and the retention of staff is important. A new salary survey could be done to bring wages to a comparable standard.

Chair O'Connell asked Board and members of public for comments. There were no comments from Board members. The Board received public comment.

MOTION: Moved by Councilmember Morton, seconded by Supervisor Parker, to approve FY 2015-16 Mid-year budget (Slide 2 of Power point presentation) and to exclude any allocation for prevailing wage or salary adjustments.

MOTION DID NOT PASS UNANIMOUSLY.

A Substitute motion was moved by Councilmember Haffa and seconded by Mayor Gunter to approve staff's recommendation as presented. Board member Haffa questioned the need for separating the request and he agreed with staff's recommendation. Board member Morton said the reason to break it down is that Finance Committee sees them as separate items. Ms. Bednarik responded that these items were included in the mid-year budget presented to Finance Committee and they are not separate requests.

Mayor Kampe asked if the substitute motion overrides an original motion. Authority Counsel responded this process is appropriate and a substitute motion replaces the original motion. A call for the motion was made.

VOTE WAS NOT UNANIMOUS. Noes: Mayor Kampe. This item will return to next meeting for second vote.

- c. Water Augmentation Program: Three Party Planning Report
 - i. Program Overview: Recycled Project and Secondary Project
 - ii. Recommendation of Pure Water Monterey to California Public Utilities Commission

Mr. Houlemard introduced this item and Steve Endsley provided a brief summary to Board. Mr. Endsley explained how the water augmentation program had 2 silo's. First MRWPCA, FORA and MCWD are collaborating to produce a single cost effective pipeline for water augmentation to all the jurisdictions. The second silo was a tripartite planning effort. He then introduced both General Managers, Keith Van Der Maaten for the Marina Coast Water District (MCWD) and Paul Sciuto from Monterey Regional Water Pollution Control Agency (MRWPCA). Mr. Van Der Maaten gave a summary of the previously approved RUWAP Pipeline project and showed the end-users to be public agencies, golf courses and future homeowners associations. He also highlighted the collaboration with MRWPCA and FORA as being crucial to the success of the program for the entire area. Paul Sciuto stated the Pure Water Monterey project was envisioned to supply Advanced Treated Water in a cost-effective manner by treating water from agricultural wash water dumped in the Blanco drainage ditch, Salinas River and storm water runoff. Further, MRWPCA would supply Advanced Treated Water to MCWD which would be supplied by MCWD's RUWAP Pipeline. Steve Endsley followed the presentation with figures on the pipeline implementation and how the cost of one pipeline could be decreased by involvement of all parties. He added Board's support of the Pure Water Monterey project is needed so that it can be sent to California Public Utilities Commission (CPUC). The Board was asked to adopt the resolution supporting the Pure Water Monterey project to the CPUC. Finally, staff will bring a Memorandum of Understanding to the Board in April addressing the second silo of the water augmentation program and includes the hiring of a consultant to perform a feasibility and economic analysis with recommendation for a secondary program.

The Board received questions and comments from members about the acre feet per year (AFY) costs and whether grants are available. Paul Sciuto responded that there is a capacity in

existing facility and that as to projected costs, a number of variables exist that could change but based on current scenarios the cost is 1850/AFY, if grants can be acquired. MCWD's numbers are different as the processes is different for each agency. Keith Van Der Maaten estimated a \$1500-1600/AFY and as cost effective and comparable to potable, as possible.

Chair O'Connell opened this item for public comment. The Board received public comment.

MOTION: Mayor Pendergrass moved, seconded by Mayor Gunter, to accept the report and adopt a resolution recommending the Pure Water Monterey Project to California Public Utilities Commission as presented.

MOTION PASSED UNANIMOUSLY.

Board members Potter, Phillips and Clark left board room before vote.

9. PUBLIC COMMENT PERIOD

The Board received public comments.

10. EXECUTIVE OFFICER'S REPORT

Chair O'Connell introduced these items as information only except for 10h. Mr. Houlemard reiterated all items are self-explanatory and for information only, excepting Item 10h requested by City of Marina.

- a. Habitat Conservation Plan Update
- b. Administrative Committee
- c. Finance Committee
- d. Post Reassessment Advisory Committee
- e. Regional Urban Design Guidelines Task Force
- f. Water/Wastewater Oversight Committee
- g. Veterans Issues Advisory Committee
- h. Administrative Consistency Determination for Entitlement: City of Marina's Dunes Specific Plan Fast Casual Restaurant Project
- i. Travel Report
- j. Public Correspondence to the Board

Mr. Houlemard said Item 10h is a project that was approved by the City of Marina Design Review Committee and that on February 11, it received the approval of its Planning Commission. He added FORA Staff determined this entitlement project is consistent with FORA's Base Reuse Plan, no appeals were received to-date and that any board member can appeal this action. Mayor Rubio congratulated City of Marina for this approval and offered City of Seaside's assistance.

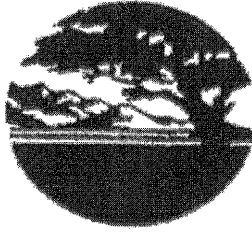
Chair O'Connell opened this item for public comment. The Board received public comments.

11. ITEMS FROM MEMBERS

The Board received comments from Board members.

12. ADJOURNMENT

The meeting adjourned at 4:38 p.m.



**FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

Friday, March 11, 2016 at 2:00 p.m.
910 2nd Avenue, Marina CA (Carpenters Union Hall)

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Chair O'Connell.

3. CLOSED SESSION

- a. Conference with Legal Counsel - Existing Litigation, Gov. Code 54956.9(a):
Keep Fort Ord Wild v. Fort Ord Reuse Authority (FORA), Case No.: M114961
The Board adjourned into closed session at 2:01 p.m.
No public comment was received.

4. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

The Board reconvened into open session at 2:22 p.m.
Authority Counsel, Jon Giffen, announced there was no reportable action taken by Board.
No public comment was received.

5. ROLL CALL

Voting Members Present:

- Councilmember Beach (City of Carmel-by-the-Sea)
- Mayor Pro Tem O'Connell (City of Marina)
- Councilmember Morton (City of Marina)
- Mayor Edelen (City of Del Rey Oaks)
- Vice Mayor Haffa (City of Monterey)
- Supervisor Potter (County of Monterey)
- Supervisor Phillips (County of Monterey)
- Councilmember Lucius (City of Pacific Grove)
- Mayor Rubio (City of Seaside)
- Mayor Pendergrass (City of Sand City)
- Mayor Pro Tem Oglesby (City of Seaside)
- Mayor Gunter (City of Salinas)

Ex-officio (Non-Voting) Board Members Present:

Vicki Nakamura (Monterey Peninsula College, alternate), Lisa Rheinheimer (Monterey-Salinas Transit, alternate), Eduardo Ochoa (CSUMB), Col. Fellingner (U.S. Army), Bill Collins (Fort Ord BRAC Office).

Absent:

(Voting) Supervisor Parker (County of Monterey)

(Non-Voting) Congressman Farr (20th Congressional District), Senator Monning (17th State Senate District), Assembly member Stone (29th State Assembly District) Donna Blitzer (University of California Santa Cruz), PK Diffenbaugh (Monterey Peninsula Unified School District), Debbie Hale (Transportation Agency of Monterey County), Howard Gustafson (Marina Coast Water District).

6. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

- a. Council member Gail Morton, Mayor Pro Tem Ian Oglesby and Executive Officer Michael Houlemard presented a Resolution of Appreciation and Commendation to FORA Controller Ivana Bednarik honoring for her twenty-one years of service to Fort Ord closure recovery.
- b. Mayor Edelen read a Resolution declaring 2016 the Fort Ord Year of the Veteran in Monterey County and presented a copy to James Bogan, Veterans Issues Advisory Committee (VIAC) member representing Disabled American Veterans and the United Veterans Council.

MOTION: Mayor Rubio moved, seconded by Mr. Oglesby, to accept the two Resolutions.

MOTION PASSED UNANIMOUSLY. The Board did not receive public comments.

Chair O'Connell announced that any member of the public who wishes to have a document put up on the screen for the Board to view should deliver it to Jen Simon, FORA Communications/IT Coordinator, before the start of the meeting.

7. CONSENT AGENDA

a. Committee Appointment Corrections/Recommendations

MOTION: Mayor Potter moved, seconded by Supervisor Phillips, to accept committee appointment corrections.

MOTION PASSED UNANIMOUSLY. The Board did not receive public comments.

8. BUSINESS ITEMS

a. Second Vote: FORA Prevailing Wage Program

Mr. Houlemard presented letters from Jane Haines and Eric Rood, Assistant Labor Commissioner of California Department of Industrial Relations (DIR).

The Board received public comments.

MOTION (First Vote on 2/12/16): Mayor Rubio moved and Mayor Pro Tem Oglesby seconded to approve the staff recommendation adopting the Prevailing Wage Compliance Program Option A.

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

b. Second Vote: FORA Fiscal Year 2015-16 Mid-Year Budget

Mr. Houlemard introduced Helen Rodriguez, incoming Controller, to the Board.

MOTION (First Vote on 2/12/16): Mayor Gunter moved, seconded by Supervisor Phillips, to accept the 2015-16 Mid-Year Budget.
MOTION PASSED UNANIMOUSLY.

The Board did not receive public comments.

c. Resolution Fixing the Employer Contribution under the Public Employees' Medical and Hospital Care Act

Mr. Houlemard said this is a Ministerial Act required by PERS in order to formalize the motion made by the Board (Item 8b). Councilmember Lucius asked whether the increase is for employer or employee, and Council member Morton asked whether the contribution ratio is being changed. Mr. Houlemard said that PERS increased premiums but FORA did not adjust its share; Ms. Bednarik said that the contribution will not cover all of the cost and this will return the ratio roughly to the same as when approved in 2013.

MOTION: Vice Mayor Haffa moved, seconded by Councilmember Lucius, to accept fixing the employer contribution under the Public Employees' Medical and Hospital Care Act.
MOTION PASSED UNANIMOUSLY.

The Board did not receive public comments.

d. Water Augmentation: 3-Party Pipeline Financing

Project Specialist Peter Said made a PowerPoint presentation on the current status of a three-way effort to secure a shared pipeline through former Fort Ord that would provide advance-treated recycled water to Ord communities and the peninsula. Chair O'Connell clarified that the action requested is to continue negotiations but not yet enter into contract. Mr. Houlemard confirmed that to be the case. Mr. Said used a map to show lateral lines from the major pipeline will connect all jurisdictions to the new resource. Paul Sciuto, General Manager of Monterey Regional Water Pollution Control Agency (MRWPCA) gave an overview of the Pure Water Monterey project (PWM) to explain the water pipeline will be the source for the Regional Urban Water Augmentation Project (RUWAP) and the water to go through it will be PWM, shared to save overall costs.

Assistant Executive Officer Steve Endsley continued the PowerPoint to explain the 3-party planning is divided into two two-party agreements and how the FORA-Marina Coast Water District (MCWD) agreement will link to Capital Improvement Program water augmentation funding as well as milestones for the Scope of Work for both agreements.

Mr. Sciuto and Mr. Endsley received questions from members of the Board. Council member Morton asked if the Memorandum of Understanding (MOU) would be returned to the Board for a vote when negotiations are complete. She shared concern that the Environmental Impact Report (EIR) for PWM did not provide water for former Fort Ord, and that new CEQA will be required. She asked when that would occur. Mr. Sciuto said that within the MRWPCA-MCWD negotiated agreement, they plan to include an amendment to the EIR to increase recycled water by the amount of water by 600 Acre-Feet per Year (AF-Y) initially and increase water accordingly to serve the Ord Communities. Council member Morton asked if that agreement would be final

before the MOU with FORA comes before the Board. Mr. Sciuto said that the timeline for all the MCWD-MRWPCA provisions is longer than the MOU timeline and some may not all be in place at the time of the FORA-MRWPCA signing. Council member Morton said the budget up to \$6 million might be better scheduled year by year, since historically our projections have not been met. Mr. Houlemard said that this year FORA's CIP is above projection, and there is anticipation for greater increase but there is no crystal ball. He also said that all agreements that depend on CIP budget are subject to our ability to collect the funds.

Dr. Ochoa asked why there was a \$1 million discrepancy in the PowerPoint slide, "FORA Cash Flow" for remaining budget in water augmentation after \$6 million is used for pipeline financing. Councilmember Lucius also addressed the question of the \$6 million figure, since the pipeline project is projected to cost \$4 million to build. Mr. Endsley said the negotiations would continue up to \$6 million. Mr. Houlemard said the multiple options of mitigation requirements are being pursued, so the remainder of CIP funds could go to other options. Council member Lucius questioned the use of "direct construction costs" in the Board Report, while the presentation called the use "mitigation." Mr. Houlemard said the Board Report's phrase was too constraining, and would be facilities, design and other implementation components of the project. Council member Lucius asked why FORA doesn't negotiate directly with MRWPCA. Mr. Endsley explained that FORA has a Facilities Agreement with MCWD and MCWD has a right to an amount of water from MCWPCA, but FORA does not have water rights or a Facilities Agreement with MCWPCA. So without ownership rights to the water, FORA is negotiating to get the water to Ord communities through this combination of events.

The Board did not receive public comments.

MOTION: Mayor Rubio moved, seconded by Mayor Pendergrass, to allow the Executive Officer to negotiate the pipeline financing agreement, with a friendly amendment from Council member Morton amendment confirming that staff return to the Board with a formal approval action.

MOTION PASSED UNANIMOUSLY.

Comment by Mayor Rubio commending collaboration of all parties. Supervisor Phillips also commended all parties and said it makes environmental and economic sense. Mayor Pendergrass said it has been a long difficult frustrating journey with the drought, City of Salinas a great help, and the time for this is now. Mayor Pro Tem Oglesby said elected official involvement got this to move forward. Council member Morton said that CEQA must be complied with on this project, and the title of the MOU agreement has the potential to confuse the public.

e. University of California Monterey Bay Education Science and Technology Status Report

Mr. Houlemard introduced Dr. Scott Brandt, Vice Chancellor of UCSC Systems Research Laboratory, leader of University of California Monterey Bay Educational Science and Technology Center (UCMBEST), to present development status of University of California Santa Cruz (UCSC) development parcels. Mr. Houlemard said he met with Chancellor Blumenthal, Mayor Edelen, and Dr. Brandt in December 2015 and Dr. Brandt has met with FORA Economic Development Coordinator Josh Metz and Monterey County Economic Development Director Dave Spaur since that meeting.

Dr. Brandt presented a brief history of the development issues that UCSC has faced in the fulfillment of research development in the 500 acres set aside for that purpose since the 2010 visioning process with FORA. The blockades he spoke of are limited water availability, past

difficulties communicating about project plans with City of Marina, and lack of market support for development during the last decade. Despite these limitations, Dr. Brandt listed five areas that UCSC has accomplished since the visioning process. Dr. Brandt said that he and FORA and Monterey County Economic Development staff are working on a draft MOU marketing plan to develop the north-central campus for research and development. Dr. Brandt took questions from the Board.

Mayor Edelen and Supervisor Potter asked him to make quarterly reports to the FORA Board. Mr. Houlemard said a Memorandum of Agreement (MOA) among UCSC, County of Monterey and FORA will come to the Board in thirty or sixty days.

The Board received public comments.

f. Resolution Supporting Draft Trails Concept

Principal Planner Jonathan Brinkmann presented the milestones of the Base Reuse Plan (BRP) section 3.6, Trails as it has come forward to the current status as a draft concept which is ready for hand-off to TAMC for regional trail implementation and construction. Mr. Metz elaborated on the Working Group process of last year and the key questions about feasibility and barring agreements that jurisdictional staff supported FORA in answering for all sections of the trail concept. He indicated that the Post Reassessment Advisory Committee (PRAC) reviewed the concept as did the Administrative Committee, and both committees moved to present the concept to the Board for a resolution of support.

Supervisor Phillips commented on the widths of the trails in the BRP. Council member Beach commented on the trail concept as part of the Regional Urban Design Guidelines. Mayor Gunter commented on Transportation Agency of Monterey County's (TAMC's) \$15-20 million dollar tax proposal for trails.

The Board received public comments.

MOTION: Council member Morton moved, seconded by Council member Beach, to approve the resolution in support of the Draft Trails Concept.

MOTION PASSED UNANIMOUSLY.

Comments from the Board were that the trail map must remain "in concept only." Council member Lucius asked what the next step is. Mr. Houlemard said the next step is a complete handoff to other agencies, and if the TAMC tax passes in the upcoming election, then the project will be funded for implementation to begin. There will be opportunity for jurisdictions to work with TAMC regarding specific routing and other details. If it doesn't pass, these are lines on a map. Mayor Rubio commented that trial user groups should be more specifically clarified, not leaving equestrian use with pedestrian and bicycle. Council member Morton said the economic analysis that informs the work of the PRAC promoted the trail system for economic growth and this fulfills the PRAC directive. Vice Mayor Haffa commented in support of the motion.

g. Regional Urban Design Guidelines (RUDG) Adoption Schedule

Mr. Metz gave a brief update to the Board on the next steps of the RUDG. He asked for feedback on the current draft at ordforward.com. Mr. Metz said the staff are clarifying policy application language, developing a checklist, and strengthening the definitions section. Content gaps remain in Landscape, Wayfinding and Road/trails graphics. He said the RUDG Task Force is

scheduled to meet March 23rd and proposed a final draft can be reviewed in late April, with a 15-day public review period. Council member Lucius asked for clarification on what would happen between meetings, mentioning that she prefers not to have a special Board meeting. Council member Morton asked for the date of the RUDG Task Force to be changed.

The Board received public comments.

MOTION: Council member Morton moved, seconded by Supervisor Potter, that the Task Force hold the next meeting at a time that is convenient to members to continue with the additional work on the RUDG draft and that the matter be set for the May Board meeting, public review to proceed that meeting.

MOTION PASSED UNANIMOUSLY.

9. PUBLIC COMMENT PERIOD

The Board received public comments.

10. EXECUTIVE OFFICER'S REPORT

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

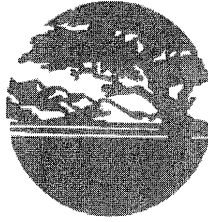
Mr. Houlemard did not highlight items from these reports.

11. ITEMS FROM MEMBERS

None.

12. ADJOURNMENT

Chair O'Connell adjourned the meeting at 4:31 p.m.



**FORT ORD REUSE AUTHORITY
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
Monday, March 7, 2016 at 4:30 p.m.
910 2nd Avenue, Marina CA (Carpenters Union Hall)**

1. CALL TO ORDER

Chair O'Connell called the meeting to order at 4:30 p.m.

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Edelen.

3. ROLL CALL

Voting Members Present:

Councilmember Beach (City of Carmel-by-the-Sea)
Mayor Pro Tem O'Connell (City of Marina)
Councilmember Morton (City of Marina)
Mayor Edelen (City of Del Rey Oaks)
Supervisor Potter (County of Monterey)
Supervisor Phillips (County of Monterey)
Supervisor Parker (County of Monterey)
Mayor Rubio (City of Seaside)
Mayor Pro Tem Oglesby (City of Seaside)

Ex-officio (Non-Voting) Board Members Present:

Walter Tribley (Monterey Peninsula College),
Lisa Rheinheimer (Monterey-Salinas Transit, alternate)

Absent:

(Voting) Councilmember Lucius (City of Pacific Grove), Mayor Pendergrass (City of Sand City), Vice Mayor Haffa (City of Monterey), Mayor Gunter (City of Salinas);

(Non-Voting) Congressman Farr (20th Congressional District), Senator Monning (17th State Senate District), Assembly member Stone (29th State Assembly District), Donna Blitzer (University of California Santa Cruz), Eduardo Ochoa (CSUMB), PK Diffenbaugh (Monterey Peninsula Unified School District), Debbie Hale (Transportation Agency of Monterey County), Col. Fellingner (U.S. Army), Bill Collins (Fort Ord BRAC Office), Director Gustafson (Marina Coast Water District).

4. ANNOUNCEMENTS

None.

5. PUBLIC COMMENT PERIOD

None.

6. BUSINESS ITEMS

a. Regional Urban Design Guidelines (RUDG) Status Update
Economic Development Coordinator Josh Metz reviewed the history of the RUDG and introduced the "website RUDG" to the Members of the Board. He showed areas that have been refined since

January, when the first editable version was requested of the consultants, Dover Kohl & Partners. He asked for feedback from Board members and their staff to expand the Definitions section and evaluate the Objectives and Measures of each Guideline. He showed interactive maps developed by FORA staff to locate projects and look up required guidelines by location with symbols for required guidelines solid or filled in, while “opportunity” symbols are hollow. He explained “opportunity sites” signify that the Task Force preferred those locations be referenced because Task Force and Charrette noted their relevance. He gave specific examples using “Town and Village Centers” guidelines. Mr. Metz outlined how staff and RUDG Task Force (Task Force) volunteers reviewed guidelines included in existing plans on former Fort Ord to compare them with corresponding RUDG measures; staff found no conflicts and strengthened some RUDG measures in the process. Staff also drafted a RUDG instructional flyer for distribution to local Planning Departments once the RUDG is approved. Mr. Metz suggested a 15-day open public comment period and a final draft to the Board at April regular meeting or a later special meeting.

Several Board members commented that they found the “website RUDG” straightforward and useful, while others questioned specific language and implementation. Councilmember Morton asked that page 11, Policy Application, be amended to make it clear they apply to “new” projects. Supervisor Potter asked how the measures are going to work, and how flexible they will be. Mr. Metz explained a RUDG Checklist is being produced for jurisdiction staff that will have a Yes/No format with additional comment space for consistency with Measures, and that a fully implementable Checklist will augment the existing Consistency Determination process. Board representative to the Task Force, Councilmember Beach, said that the work of the Task Force grew into a positive collaboration of public, developer and jurisdiction staff. But, she emphasized, a few gaps remain, and significant work will need to be done in staff-Task Force editorial sessions or as discrete projects for consultants to make up for the content gaps. She listed the areas as a) trails and streets cross-sections, b) gateway and signage design, and c) landscaping palette. Supervisor Potter asked staff to search the text for architectural and engineering terms such as “arterial” and “stub” and add definitions in the Definitions section. Mayor Rubio suggested the definitions for special terms be handled by adding a glossary for each chapter of the RUDG. He also noted that the Charrettes were not very inclusionary at first and that he had to press the Task Force to hold them later and at more accessible locations. He shared his impression as a Board representative to the Task Force that developers input to remove “shall” from the objectives of the guidelines helped frame the opinion of the Task Force members that the guidelines should be handled as a subject for discussion between developers and jurisdiction staff to reach compromises. Mayor Rubio said he anticipates many comments on the current draft from his staff and that the final, complete document may be ready to be voted on in April or May, whenever it is truly final and everyone can live with it.

MOTION: Supervisor Potter moved and Councilmember Morton seconded to receive the RUDG report with consideration of Board members’ requests, leaving the date of vote on the item up to the process.

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

The Board received public comments.

7. ADJOURNMENT

Chair O’Connell adjourned the meeting at 5:38 pm.

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	FORA/Agency Reimbursement Agreements Status (CSU Monterey Bay 8th Avenue Roundabout Reimbursement)	
Meeting Date:	April 8, 2016	INFORMATION
Agenda Number:	5b	

RECOMMENDATION:

- i. Receive a status report on the Fort Ord Reuse Authority (FORA)/Agency Reimbursement Agreements.
- ii. Receive a detailed report on ARCADIS Environmental Services Cooperative Agreement (ESCA) Remedial Services Agreement (RSA) Contract Change Order Number Five (CCO #5).

BACKGROUND:

In spring 2007, the U.S. Army (Army) awarded FORA approximately \$98 million to perform MEC cleanup to execute an Army-funded Environmental Services Cooperative Agreement (ESCA) defining the Munitions and Explosives of Concern (MEC) remediation of 3,340 acres the former Fort Ord acres. FORA also entered into an Administrative Order on Consent (AOC) with the U.S. Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC), defining conditions under which FORA undertakes the Army remediation responsibility for ESCA parcels. In order to complete the AOC defined obligations, FORA entered into a Remediation Services Agreement ("RSA") with LFR Inc. (now ARCADIS) to provide MEC remediation services.

To date, eight separate agency reimbursement agreements have been entered into to support agency requests. See the summary matrix of these reimbursement agreements **Attachment A, Agreements for Professional Services, Reimbursement Agreement Tracking Sheet.**

Through the RSA, ARCADIS has been given site control of ESCA properties. FORA and ARCADIS created **Attachment B, RSA CCO #5, Master Services Agreement**, to provide services on ESCA properties that outside agencies are requesting. In June 2011, the Board authorized the FORA Executive Officer to execute individual reimbursement agreements with outside agencies for ARCADIS to provide the agencies support on ESCA property through ARCADIS' RSA CCO #5. *(NOTE: The agencies work directly with the jurisdictions to meet jurisdiction requirements where applicable.)*

DISCUSSION:

The ARCADIS RSA CCO #5 supports the agency's requests for access to FORA Authority Counsel, EPA and DTSC legal counsel, ARCADIS legal counsel, support by FORA, EPA, DTSC and the ESCA team. Outside agency requests for site access, Unexploded Ordnance (UXO) safety awareness training, UXO escorts, UXO construction support, and

project review on FORA-owned ESCA property are not funded by the ESCA grant, therefore, FORA and ARCADIS must be reimbursed for these services. The agency must receive permission from ARCADIS to access the proposed sites so that ESCA insurance policies are not jeopardized. A FORA Right of Entry is also required to access the site.

The ARCADIS RSA CCO #5 is structured so that it may be modified as FORA enters into individual reimbursement agreements with each outside agency for both FORA and ARCADIS services by adding agency project specifics and not-to-exceed financial limits. FORA is reimbursed by the outside agency for FORA staff costs, plus an additional 5% which is added to all Regulator and ARCADIS services costs to cover FORA's administrative costs.

A ninth reimbursement agreement with California State University Monterey Bay (CSUMB) is currently pending execution to support the CSUMB 8th Avenue Roundabout Road Construction Project. In October of 2015, CSUMB requested access to ESCA property and UXO support services. See **Attachment C, Letter dated October 16, 2015**. ARCADIS developed **Attachment D, Exhibit E Work Authorization** to ARCADIS RSA CCO #5 to support CSUMB's request. FORA developed the FORA/CSUMB Reimbursement Agreement **Attachment E, Agreement for Professional Services** to support CSUMB's request and reimburse ARCADIS for these services. The ARCADIS RSA CCO #5, Exhibit E, and the FORA/CSUMB Agreement for Professional Services will be executed after this Board meeting.


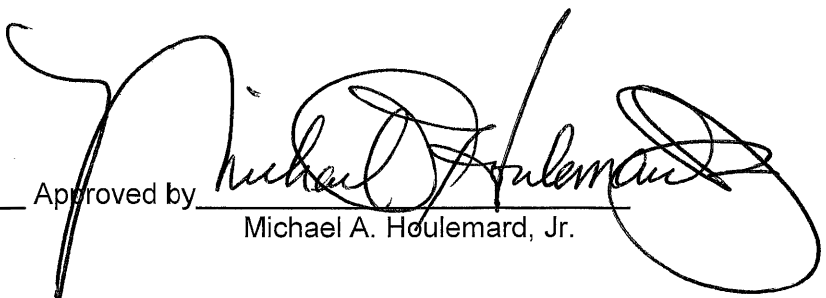
FISCAL IMPACT:

Reviewed by FORA Controller 

There is no cost to FORA or the ESCA because ARCADIS services, FORA ESCA Senior Program Manager, FORA Authority Counsel, FORA and Regulator staff time, as required, are reimbursed to FORA by the agencies through individual reimbursement agreements. FORA is reimbursed by the outside agency for FORA staff costs, plus an additional 5% is added to all Regulator and ARCADIS services costs to cover FORA administrative costs.

COORDINATION:

Administrative Committee; Executive Committee; FORA Counsel; ARCADIS; CSUMB; EPA; and DTSC.

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

REIMBURSEMENT AGREEMENT TRACKING SHEET

Last update:
03-10-16

Reimbursement Agreement Number	Organization	Description of Project	Reimbursement Agreement Signed	Work Commenced	Work Completed	Work Billed
RA-030111	Monterey Peninsula Water Management District	MPWMD Santa Margarita Well Site (ASR):To provided MPWMD with documentation and UXO Construction Support for their MPWMD is under a court order to mitigate over pumping of the Seaside Aquifer by October 2011. This project has to sets of needs- immediate and long term. The immediate need is to connect the recently constructed injection wells to the existing injection well infrastructure located within the ESCA property. The long term need for this project is to expand the site on to more ESCA property.	3/1/2011	Yes	In progress	Invoices # 12-48,13-22
RA-040511	Monterey Horse Park	Monterey Horse Park: To provide UXO escort support for the Horse Park' biological surveys as they prepare documentation to present to the County Board of Supervisors outlining the Horse Park proposal in Parker Flats.	4/5/2011	Yes	In progress	Invoices # 12-52, 13-21
RA-042011	Monterey Peninsula College	MPC Police Officer Training Facilities: To provide UXO escort support for the MPC's biological surveys as they prepare documentation for their proposed Police Officer Training facilities in Parker Flats, at the MOUT site and in the Interim Action Ranges	4/20/2011	Yes	In progress	Invoice #12-51
RA-041812	Monterey Regional Water Pollution Control Agency	MRWPCA Monitoring Well and Project Surveys: The Monterey Regional Water Pollution Control Agency project is located on portions of the Seaside ESCA properties south of Eucalyptus Road and East of GJMB. The project consists of biological surveys, a cultural survey and the installation of a test monitoring well approximately 400 feet deep.	4/20/2012	Yes	In progress	Invoices # 13-23,13-53, 14-22, 14-34
RA-060612	City of Seaside	City of Seaside: Is in the process of collecting biological surveys of the ESCA properties. They will receive. UXO escorts are required to accompany the City staff and biologists while on site.	7/25/2012	No		
RA-031814	MPWMD	ASR well site expansion	4/9/2014	No		
RA-072314	CalAM	CalAM terminal reservoir	7/31/2014	Yes	In progress	Inv #16-62
RA-090215	PG&E	Soils boring UXO support	9/24/2015	Yes	In progress	Inv #16-63
	CSUMB	CSUMB 8th Avenue Round - About Construction project support	pending			

Attachment A to Item 5b
FORA Board Meeting, 4/8/16

PROFESSIONAL SERVICES AGREEMENT

CCO # 5

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

1. PARTIES

FORA	ARCADIS
Name: <u>Fort Ord Reuse Authority ("FORA")</u> Address 1: <u>100 12th Street, Building 2880</u> Address 2: _____ City: <u>Marina</u> State: <u>CA</u> Zip: <u>93933</u>	Name: <u>ARCADIS U.S. Inc. ("ARCADIS")</u> Address 1: <u>100 12th Street, Building 2902</u> Address 2: _____ City: <u>Marina</u> State: <u>CA</u> Zip: <u>93933</u>
	The parties hereto acknowledge and agree that when individual work authorizations are necessary hereunder, all such work authorizations will be issued and executed by the appropriate ARCADIS entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.

2. PARTY REPRESENTATIVES

FORA REPRESENTATIVE	ARCADIS REPRESENTATIVE
Mail Originals: <u>Fort Ord Reuse Authority</u> <u>100 12th Street, Building 2880</u> <u>Marina, CA 93933</u> Attention: <u>Mr. Michael A. Houlemard, Jr.</u> Telephone: <u>831-883-3672</u> Fax: <u>831-883-3676</u>	Mail Originals: <u>ARCADIS U.S. Inc.</u> <u>100 12th Street, Building 2902</u> <u>Marina, CA 93933</u> Attention: <u>Kristie Reimer</u> Telephone: <u>831-883-3221</u> Fax: <u>831-883-3222</u>
With Copies To: <u>Fort Ord Reuse Authority</u> <u>100 12th Street, Building 2880</u> <u>Marina, CA 93933</u> Attention: <u>Ivana Bednark</u> Telephone No.: <u>831-883-3672</u> Facsimile No.: <u>831-883-3676</u>	With Copies To: <u>ARCADIS U.S. Inc.</u> <u>1900 Powell Street, 12th Floor</u> <u>Emeryville, CA 94508</u> Attention: <u>Ms. Dori Baker</u> Telephone No.: <u>510-596-9513</u> Facsimile No.: <u>510-652-4206</u>

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box: <input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Infrastructure <input type="checkbox"/> Other: _____	Check each appropriate box: <input checked="" type="checkbox"/> Field <input type="checkbox"/> Phase I ESA <input type="checkbox"/> Asbestos & Other Hazardous Materials <input type="checkbox"/> PM / CM <input type="checkbox"/> Other or Not Applicable
Services performed under this Agreement are detailed in the Scope of Services and may also be detailed in Work Authorization(s) approved by FORA and ARCADIS in the form attached hereto as Exhibit E.	

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

5. AGREEMENT

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

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

6. EXECUTION

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

FORA	ARCADIS
By: <u>[Signature]</u> Name: <u>MICHAEL A. HOULEMARD, JR.</u>	By: <u>[Signature]</u> Name: <u>Kristie Reimer</u>
Title: <u>EXEC. OFFICER</u>	Title: <u>Principal Technical Expert</u>

**EXHIBIT A
GENERAL SCOPE OF SERVICES**

SERVICES TO BE PERFORMED

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

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

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

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

DESCRIPTION OF GENERAL SERVICES

Task 2011 - On-Call Services as Requested by FORA

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

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

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

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

**EXHIBIT B
PAYMENT TERMS**

PAYMENT OF SERVICES

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

PAYMENT TERMS

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

WELLS FARGO BANK NA

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

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

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

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

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

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

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

5. TERM OF AGREEMENT

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

6. CHANGES IN THE WORK

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

5. TERMINATION OF AGREEMENT

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

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

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

4. CONFLICT OF INTEREST

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

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

5. USE OF DOCUMENTS

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

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

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

6. RECORD RETENTION

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

PROPRIETARY RIGHTS OF ARCADIS

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

8 INDEMNIFICATION

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

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

9 LIMITATION OF LIABILITY FOR THE ENVIRONMENTAL INDUSTRY

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

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

10 INSURANCE

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

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

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

11. CONFIDENTIALITY

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

12. NOTICES

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

13. MEDIATION

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

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

14. CONSTRUCTION COST ESTIMATES

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

15. PLAN INFORMATION

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

16. GENERAL PROVISIONS

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

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

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

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

licenses required for the performance of the Services.

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

17. ACCESS TO PREMISES

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

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

18. SITE CONDITIONS

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

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

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

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

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

**ENVIRONMENTAL AND HAZARDOUS
MATERIAL RELATED WORK**

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

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

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

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

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

8 SITE CONDITIONS

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

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

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

days after the first observance of the conditions.

Campus Planning & Development
100 Campus Center
Mountain Hall A
Seaside, CA 93955-8001

(831) 582-3709
FAX (831) 582-4436

October 16, 2015

Stan Cook, Senior Program Manager
Ford Ord Reuse Authority
920 2nd Avenue
Marina, CA 93933

RE: Right-of-Entry Application, CSUMB 8th Avenue Roundabout-Reimbursement Agreement

Dear Mr. Cook,

Thank you for your time and attention regarding the above referenced application, your assistance has been greatly appreciated.

After review of the required documents as it relates to the construction of the 8th Avenue Roundabout within the designated ESCA property, we request assistance with the following:

- UXO Construction Support Plan
- Soils Management Plan
- Technical Memorandum
- UXO Response and Documentation during construction

To assist in this process, we are able to provide the following:

- Site Description and Map- Attachment A.1
- Project Description and Map – Attachment A.2
- Calculation of amount of soil to be moved: 7,600 CY
- The intention is for the soil to remain on site.
- Grading Plan – Attachment A.3
- Boring Location Map – Not Applicable.

After review of our schedule, we would like to request the following response support:

- 3 weeks of onsite support
- 3 weeks of on-call, with 24 hour response
- 3 weeks of on-call, with 48 hour response

Please provide a proposal/reimbursement agreement that addresses all items outlined.

Please feel free to call if you have any questions, or if there appears to be anything that I have missed.

Thank you again for all of your assistance.

Sincerely,



Kathleen Ventimiglia, Director for Campus Planning & Development

EXHIBIT E
WORK AUTHORIZATION
NO. AUS-FORA-2016-CSUMB-022516

This Work Authorization is under the Master Services Agreement entered into by and between Arcadis and Fort Ord Reuse Authority ("FORA"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated February 25, 2016 (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

Technical and Site Services as requested by FORA in support of the California State University Monterey Bay (CSUMB) Roundabout Construction as defined in FORA's agreement with CSUMB, Agreement for Professional Services – RA-022516 executed between FORA and CSUMB.

1. SITE SPECIFIC SCOPE OF SERVICES

Task CSUMB-022516 - A. Technical and Site Services

Provision of on-call/on-location and on-call response time construction support and corresponding site services as requested by FORA in support of the CSUMB Roundabout construction project (intersection of 8th Avenue and Inter-garrison Road) proposed on the Environmental Services Contract Agreement (ESCA) Remediation Project footprints (the "Site"). The Site lies in the ESCA Remediation Project footprint, which have not received regulatory site closure. Arcadis and its subcontractors will provide the following services:

- A.1 Project set-up, coordination, and management.
- A.2 Meeting preparation, attendance and follow-up as requested by FORA.
- A.3 Unexploded Ordnance (UXO) Construction Support Plan (CSP) and supporting soil management plan (SMP) to be prepared and reviewed by FORA, Army, EPA and DTSC.
- A.4 Senior UXO personnel to conduct a site visit to verify there are no issues or concerns with the CSP.
- A.5 Munitions and Explosives of Concern (MEC) Safety and Recognition Training in accordance with the Administrative Order on Consent to be provided to all construction workers conducting ground-disturbing or intrusive activities, and maintaining a log of trained personnel. For planning purposes, four weeks advanced notice of MEC Recognition Training is requested.
- A.5 UXO Construction Support levels to be provided (including mobilization and demobilization):
 - a. On-Call/On-Location Construction Support – 3 weeks on the ESCA property.
 - b. On-Call Construction Support – 3 weeks 24-hour response time.
 - c. On-Call Construction Support – 3 weeks 48-hour response time.
- A.6 Daily reporting summaries for on-property activities to be prepared and submitted in accordance with the CSP.
- A.7 MEC Find Notification Report Form(s) to be prepared, as necessary, and submitted in accordance with the CSP.

**EXHIBIT E
WORK AUTHORIZATION
NO. AUS-FORA-2016-CSUMB-022516**

A.8 Construction Support After Action Reporting Form to be prepared and submitted in accordance with the CSP.

The Arcadis Team will conduct the services outlined above (A.1 through A.8) on a time and materials and daily rate basis not to exceed One Hundred Fifteen Thousand Dollars (\$115,000).

FORA	ARCADIS
By:	By:
Stan Cook	Christopher Spill, P.G.
Title: FORA ESCA Program Manager	Title: Certified Project Manager 2
Date:	Date:

Agreement for Professional Services

This Agreement for Professional Services hereinafter ("Agreement") is by and between **California State University Monterey Bay** hereinafter ("CSUMB") and the **Fort Ord Reuse Authority**, a political subdivision of the State of California hereinafter ("FORA"), together hereinafter ("Parties").

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, FORA shall provide CSUMB with services associated with Round-About roadway construction as described in **ATTACHMENT "A."** Such services will be at the direction of FORA and/or its designees.
 2. **TERM.** FORA shall commence work under this Agreement effective on April 4, 2016 and will diligently perform the work under this Agreement until April 4, 2017 or until the maximum amount of authorized compensation is reached. The term of the Agreement may be extended upon the mutual, written agreement of the Parties.
 3. **COMPENSATION AND OUT-OF-POCKET EXPENSES.** The maximum amount of compensation to FORA over the term of this Agreement is not-to-exceed **\$140,000 (One Hundred Forty Thousand Dollars)**, including out-of-pocket expenses, without the mutual, written agreement of the parties to this Agreement. CSUMB shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**
- CSUMB will reimburse FORA for all costs associated with the preparation, review and approval of all required CSUMB closure documents. FORA will coordinate the required services and billing as set forth in **ATTACHMENT "A."**
4. **FACILITIES AND EQUIPMENT.** CSUMB facilities and service requirements are limited to the areas shown on the site map reflected in **ATTACHMENT "C."**
 5. **GENERAL PROVISIONS.** The General Provisions set forth in **ATTACHMENT "B"** are hereby incorporated by reference into this Agreement. In the event of any inconsistency between the General Provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control only insofar as they are inconsistent with the General Provisions.
 6. **ATTACHMENTS.** The attachments referenced below and attached hereto are hereby incorporated by reference into this Agreement.
 - **ATTACHMENT A** – Scope of Services
 - **ATTACHMENT B** – General Provisions
 - **ATTACHMENT C** – Site Map (Soils Management Plan)

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

By _____	Date _____	By _____	Date _____
Eduardo Ochoa President		Michael A. Houlemard, Jr. Executive Officer	

SCOPE OF SERVICES

The Scope of Services enables the **Fort Ord Reuse Authority** ("FORA") to provide the **California State University Monterey Bay** ("CSUMB") with the services of the FORA Senior Program Manager, FORA Special Counsel, its engineering/munitions remediation contractors ARCADIS and Weston Solutions, as well as other contractors as required and at FORA's discretion, to assist CSUMB to:

- Participate in CSUMB, U.S. Environmental Protection Agency ("EPA"), California Department of Toxic Substances Control ("DTSC"), U.S. Army ("Army"), and other agency meetings as required.
- Provide a Right of Entry to construct the CSUMB 8th Avenue Roundabout on FORA-owned property currently undergoing Munitions and Explosives of Concern ("MEC") remediation.
- Review, prepare and process appropriate closure documents required by the EPA, DTSC, Army, and other agencies, to enable construction of the CSUMB 8th Avenue Roundabout.
- Review, prepare, and process the following documents:
 - UXO Construction Support Plan (CSP);
 - Soils Management Plan;
 - Technical Memorandum; and
 - UXO response and after-action documentation as required during construction.
- Provide Unexploded Ordnance ("UXO") Construction Support oversight to CSUMB contractors during construction activities that require ground disturbing activities, including but not limited to underground excavations, grading soils, borings, cuts and fill as part of the site expansion work.
- Provide Unexploded Ordnance ("UXO") Construction Support for:
 - MEC Safety and Recognition Training (for planning purposes, four [4] weeks advanced notice of training is requested);
 - Maintaining a log of trained personnel;
 - Three (3) weeks of on-site construction support;
 - Three (3) weeks of on-call construction support, with 24-hour response;
 - Three (3) weeks of on-call construction support, with 48-hour response;
 - Daily reporting summaries for on-property activities to be prepared and submitted in accordance with the CSP; and
 - MEC Find Notification Report Form(s) to be prepared, as necessary, and submitted in accordance with the CSP.

FORA will provide the following services at the following rates:

- A. FORA Senior Program Manager at the rate of \$91.00 per hour,
- B. FORA Special Counsel at the rate of \$355.00 per hour,
- C. FORA Legal Consultant at the rate of \$300.00 per hour.

FORA shall arrange for and provide the services of the following contractors or governmental agencies at FORA's cost plus 5% to cover FORA accounting and administrative costs:

- A. ARCADIS;
- B. Weston Solutions;
- C. EPA;
- D. California DTSC; and/or
- E. Other contracting or agency services if needed.

FORA billings for its staff, contractors and the estimated services of the EPA and DTSC shall be submitted quarterly, for any work performed in the previous quarter, and shall be paid in full by CSUMB within thirty (30) days of receipt of the billing statement.

GENERAL PROVISIONS

1. **INDEPENDENT Contractor.** At all times during the term of this Agreement, FORA shall be an independent contractor and shall not be an employee of CSUMB. CSUMB rights are limited to those specified in this Agreement.
2. **TIME.** FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA's obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A."**
3. **FORA NOT AN AGENT.** Except as CSUMB may specify in writing, FORA shall have no authority, express or implied, to act as an agent in any capacity whatsoever on behalf of CSUMB. Other than as specifically set forth in this Agreement, FORA shall have no authority, express or implied, to bind CSUMB to any obligation whatsoever.
4. **CANCELLATION OF AGREEMENT.** This agreement may be terminated by either party upon ten (10) days written notice to the other party. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work. FORA shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work.
5. **INDEMNITY AND HOLD HARMLESS.** FORA and CSUMB are to indemnify, defend, and hold harmless each other, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by each other or any person directly or indirectly employed by or acting as agent for each other in the performance of this Agreement, including the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.

The parties understand that the duty of FORA and CSUMB to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA and CSUMB from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.
6. **PROHIBITED INTERESTS.** No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of CSUMB if this provision is violated.

ATTACHMENT C
CSUMB 8th Avenue Round-About Map

DRAFT



PROJECT DESCRIPTION:
 IMPLEMENTATION OF TRAFFIC IMPROVEMENT, TRAFFIC ROUNDABOUT AT THE INTERSECTION OF 8TH AVENUE AND INTER-GARRISON ROAD. IMPROVEMENTS SHOULD ASSIST WITH THE FLOW OF TRAFFIC THROUGH THIS CONGESTED INTERSECTION, WHILE INCREASING PEDESTRIAN SAFETY AND FLOW.

WARNING:
 A PORTION OF THIS PROJECT WILL BE CONSTRUCTED ON ENVIRONMENTAL SERVICES COOPERATIVE (ESCA) PROPERTY, THROUGH AN AGREEMENT BETWEEN THE FORT ORD REUSE AUTHORITY (FORA) AND THE U.S. ARMY. REMEDIATION OF LEAD-CONTAMINATED AND EXPLOSION-CONCERN MEC MATERIALS, REMAINING FROM THE FORMER FORT ORD, HAS BEEN PERFORMED ON THIS PROPERTY.

ALTHOUGH REMEDIATION OF MEC MATERIALS HAS BEEN COMPLETED, CONTRACTOR SHALL BE ADVISED THAT UNEXPLODED ORDNANCES (UXOs) MAY EXIST ON ESCA PROPERTY. THEREFORE, SPECIFIC REQUIREMENTS SHALL APPLY TO ESCA PROPERTY WITHIN THE SITE LIMITS OF THIS PROJECT.

CONTRACTOR REQUIREMENTS FOR ESCA PROPERTY:

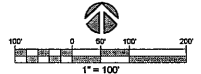
1. ALL CONSTRUCTION SHALL COMPLY WITH THE FORT ORD REUSE AUTHORITY (FORA) UNEXPLODED ORDNANCE (UXO) REQUIREMENTS.
2. PRIOR TO COMMENCING CONSTRUCTION ON THE ESCA PROPERTY, CONTRACTOR SHALL NOTIFY OWNER, WHO SHALL THEN NOTIFY FORA.
3. FOR THE DURATION OF THIS PROJECT, OWNER WILL PROVIDE ON-CALL SITE QUALIFIED UXO SUPPORT PERSONNEL. UXO SUPPORT WILL BE PROVIDED BY A SPECIALTY CONTRACTOR (ARCADIS) WHO HAS BEEN GIVEN CONTROL OF ESCA PROPERTY BY AGREEMENT WITH FORA.
4. CONTRACTOR SHALL NOTE THAT ARCADIS ON-CALL SENIOR UXO PERSONNEL ARE REQUIRED TO CONDUCT SITE VISITS TO CONFIRM SPECIFICS IN THE CONSTRUCTION SUPPORT PLAN. CONTRACTOR MAY BE REQUIRED TO PARTICIPATE.
5. CONTRACTOR SHALL NOTE THAT ARCADIS ON-CALL SENIOR UXO PERSONNEL ARE REQUIRED TO CONDUCT SITE VISITS TO CONFIRM SPECIFICS IN THE CONSTRUCTION SUPPORT PLAN. CONTRACTOR MAY BE REQUIRED TO PARTICIPATE.
6. CONTRACTOR SHALL REVIEW AND ACKNOWLEDGE UNDERSTANDING OF CSP REQUIREMENTS.
7. MEC SAFETY AND RECOGNITION TRAINING (90 MINUTES, REAL-TIME) IS REQUIRED FOR ALL CONTRACTOR PERSONNEL AND ANY AID PERSONNEL CONDUCTING GROUND-DISTURBING OR INTRUSIVE ACTIVITIES.
8. REVIEW ARMY'S SAFETY ALERT PAMPHLET (2 PAGES).
9. CONDUCT TAGGATE SAFETY BRIEFINGS TO INCLUDE REVIEW OF SUSPECT MEC NOTIFICATION PROCESS (CONDUCTED BY OWNER'S CONTRACTOR: ARCADIS).
10. CONTRACTOR WORK HEALTH AND SAFETY PLAN DURING CONSTRUCTION SEPARATE AND DISTINCT FROM CONSTRUCTION SUPPORT PLAN. ARCADIS SUPPORT PERSONNEL WILL OPERATE UNDER THEIR OWN HEALTH AND SAFETY PRECAUTIONS.
11. IF UNEXPLODED ORDNANCES ARE FOUND DURING EXCAVATION, STOP WORK IMMEDIATELY AND CALL 9-1-1 AND THE OWNER'S REPRESENTATIVE.
12. STOP WORK DOWNTIME - IF SUSPECTED MEC IS ENCOUNTERED, ASSUME ENTIRE PROJECT AREA WILL BE SHUT DOWN.
13. ASSUME PER DAY OR PER EVENT DOWNTIME IMPACT. 1) MEC FIND ASSESSMENTS MAY TAKE LONGER TO RESOLVE AS THEY MAY REQUIRE AGENCY APPROVAL TO RESUME WORK. 2) CONSTRUCTION SUPPORT PLAN IS DESIGNED TO MINIMIZE THE ASSESSMENT PROCESS AS MUCH AS POSSIBLE.

CONTRACTOR REQUIREMENTS FOR SOILS MANAGEMENT ON ESCA PROPERTY:

1. ALL ESCA PROPERTY SOIL SHALL BE KEPT SEPARATE FROM NON-ESCA SOIL NO COMMINGLING.
2. ALL ESCA PROPERTY SOIL SHALL REMAIN ON ESCA PROPERTY.
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6. COORDINATE LOCATION, SIZE, THICKNESS, AND TREATMENT OF SPECIFIED LAY-DOWN AREA WITH OWNER PRIOR TO CONSTRUCTION.
7. IDENTIFY AND DOCUMENT FINAL EXCESS SOIL STOCKPILE AREA INCLUDING GPS BOUNDARY, ESTIMATED VOLUME AND APPROXIMATE DEPTH.
8. ENGINEER'S ESTIMATE OF EXCESS SOIL TO BE RELOCATED TO DESIGNATED AREA IS 10,000 CY.
9. IMPLEMENT REQUIRED APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES AT STOCKPILE AREA AND CONTINUE MANAGEMENT UNTIL CONTRACT COMPLETION.

SHEET NOTES

- 1 ESCA PROPERTY SOIL RELOCATED AREA (DEPTH VARIES ZERO TO 15 FEET, AVERAGE DEPTH APPROXIMATELY SIX FEET)
- 2 ESCA PROPERTY SOIL LAYDOWN AREA IN EXISTING VEHICULAR PULLOUT AREA
- 3 APPROXIMATE LIMITS OF FUTURE RESIDENTIAL AREA
- 4 RIGHT-OF-WAY / PROPERTY LINE
- 5 LIMITS OF GRADING
- 6 NON-ESCA PROPERTY SOIL GRADING AREA
- 7 NON-ESCA PROPERTY SOIL LAYDOWN AREA AT PARADE GROUND AT 7TH AVE AND B ST
- 8 APPROXIMATE LOCATION OF STAGING AREA. COORDINATE LOCATION, SIZE AND TREATMENT OF STAGING AREA WITH CSUMB PRIOR TO CONSTRUCTION
- 9 LIMITS OF DISTURBANCE



SOILS MANAGEMENT PLAN
 SCALE: 1" = 100'

DATE		DESCRIPTION		BY		CHK	
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California State University, MONTEREY BAY
 8TH AVE AND INTER-GARRISON RD ROUNDABOUT

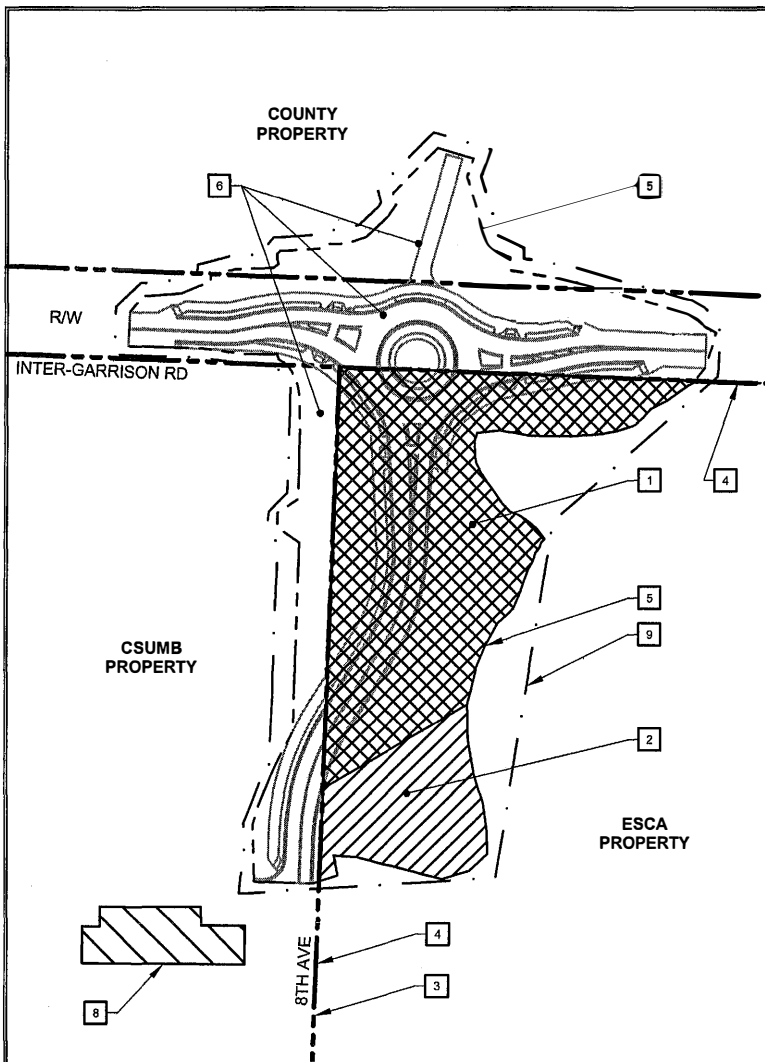
PREPARED AT THE REQUEST OF
 CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB)
 LOCAL AREA CENTER
 10 CALLEJA CENTER
 SEASIDE, CA 94138

SOILS MANAGEMENT PLAN

DRAWN BY:	DM
CHECKED BY:	MC
JOB NUMBER:	14252-2

SHEET

C5.1



SOILS MANAGEMENT PLAN

SCALE: 1" = 200'



SHEET NOTES

- 1 ESCA PROPERTY SOIL REMOVAL AREA, DEPTH VARIES ZERO TO 15 FEET, AVERAGE DEPTH APPROXIMATELY SIX FEET
- 2 ESCA PROPERTY SOIL LAYDOWN AREA IN EXISTING VEHICULAR PULLOUT AREA
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- 9 LIMITS OF DISTURBANCE

PROJECT DESCRIPTION:

IMPLEMENTATION OF TRAFFIC IMPROVEMENT-- TRAFFIC ROUNDABOUT AT THE INTERSECTION OF 8TH AVENUE AND INTER-GARRISON ROAD. IMPROVEMENTS SHOULD ASSIST WITH THE FLOW OF TRAFFIC THROUGH THIS CONGESTED INTERSECTION, WHILE INCREASING PEDESTRIAN SAFETY AND FLOW.

WARNING:

A PORTION OF THIS PROJECT WILL BE CONSTRUCTED ON ENVIRONMENTAL SERVICES COOPERATIVE (ESCA) PROPERTY. THROUGH AN AGREEMENT BETWEEN THE FORT ORD REUSE AUTHORITY (FORA) AND THE U.S. ARMY, REMEDIATION OF MUNITIONS AND EXPLOSIVES CONCERN (MEC) MATERIALS, REMAINING FROM THE FORMER FORT ORD, HAS BEEN PERFORMED ON THIS PROPERTY.

ALTHOUGH REMEDIATION OF MEC MATERIALS HAS BEEN COMPLETED, CONTRACTOR SHALL BE ADVISED THAT UNEXPLODED ORDNANCES (UXO'S) MAY EXIST ON ESCA PROPERTY. THEREFORE, SPECIFIC REQUIREMENTS SHALL APPLY TO ESCA PROPERTY WITHIN THE SITE LIMITS OF THIS PROJECT.

CONTRACTOR REQUIREMENTS FOR ESCA PROPERTY:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE FORT ORO REUSE AUTHORITY (FORA) UNEXPLODED ORDNANCE (UXO) REQUIREMENTS.
2. PRIOR TO COMMENCING CONSTRUCTION ON THE ESCA PROPERTY, CONTRACTOR SHALL NOTIFY OWNER, WHO SHALL THEN NOTIFY FORA.
3. FOR THE DURATION OF THIS PROJECT, OWNER WILL PROVIDE ON-CALL/ON-SITE QUALIFIED UXO SUPPORT PERSONNEL. UXO SUPPORT WILL BE PROVIDED BY A SPECIALTY CONTRACTOR (ARCADIS) WHO HAS BEEN GIVEN CONTROL OF ESCA PROPERTY BY AGREEMENT WITH FORA.
4. CONTRACTOR SHALL NOTE THAT ARCADIS' ON-CALL SENIOR UXO PERSONNEL ARE REQUIRED TO CONDUCT SITE VISITS TO CONFIRM SPECIFICS IN THE CONSTRUCTION SUPPORT PLAN. CONTRACTOR MAY BE REQUIRED TO PARTICIPATE.
5. SUCCESSFUL BIDDING CONTRACTOR WILL BE ISSUED A FULL CONSTRUCTION SUPPORT PLAN (CSP) DEVELOPED BY FORA AND ARCADIS. ELEMENTS OF THIS CSP MAY IMPACT CONSTRUCTION COSTS. CONTRACTOR SHALL CONSIDER THE FOLLOWING REQUIREMENTS FOR BID PURPOSES:
6. CONTRACTOR SHALL REVIEW AND ACKNOWLEDGE UNDERSTANDING OF CSP REQUIREMENTS.
7. MEC SAFETY AND RECOGNITION TRAINING (30 MINUTES, REAL-TIME) IS REQUIRED FOR ALL CONTRACTOR PERSONNEL AND ANY NEW PERSONNEL CONDUCTING GROUND-DISTURBING OR INTRUSIVE ACTIVITIES.
8. REVIEW ARMY'S SAFETY ALERT PAMPHLET (2 PAGES).
9. CONDUCT TAILGATE SAFETY BRIEFINGS TO INCLUDE REVIEW OF SUSPECT MEC NOTIFICATION PROCESS (CONDUCTED BY OWNER'S CONTRACTOR: ARCADIS).
10. CONTRACTOR WORK HEALTH AND SAFETY PLAN DURING CONSTRUCTION SEPARATE AND DISTINCT FROM CONSTRUCTION SUPPORT PLAN. ARCADIS SUPPORT PERSONNEL WILL OPERATE UNDER THEIR OWN HEALTH AND SAFETY PRECAUTIONS.
11. IF UNEXPLODED ORDNANCES ARE FOUND DURING EXCAVATION, STOP WORK IMMEDIATELY AND CALL 9-1-1 AND THE OWNER'S REPRESENTATIVE.
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SHEET

Fig. 1

DATE ISSUED: 03/22/2016

California State University, MONTEREY BAY
8TH AVE AND INTER-GARRISON RD ROUNDABOUT

PREPARED AT THE REQUEST OF

CALIFORNIA STATE UNIVERSITY MONTEREY BAY (CSUMB)
100 CAMPUS CENTER
SEASIDE, CA 93955



Mesiti-Miller Engineering, Inc.
Civil and Structural Engineering
224 Walnut Avenue, Suite B • Santa Cruz, CA 95060
Phone 831-426-3186 • Fax 831-426-6607

DRAWN BY: MH

CHECKED BY: DM, RC

JOB NUMBER: 14225-7

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Environmental Services Cooperative Agreement Quarterly Update	
Meeting Date:	April 8, 2016	INFORMATION
Agenda Number:	5c	

RECOMMENDATION:

Receive an Environmental Services Cooperative Agreement (ESCA) quarterly update.

- i. ESCA activities update; and,
- ii. Land Use Control Implementation Plan Operations and Maintenance Plan (LUCIP OMP)

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 into a formal ESCA agreement in early 2007. Under the 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 (RSA) 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 eight years. The FORA ESCA RP team has completed the known ESCA RP field work, pending regulatory review.

DISCUSSION:

i. The ESCA requires FORA, acting as the Army's contractor, to address safety issues resulting from historic Fort Ord munitions training operations. 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 and demobilization expenses; 2) state and federal regulatory questions about protectiveness of previous actions for sensitive uses; and 3) the local jurisdiction, community and FORA's desire to reduce, to the extent possible, risk to individuals accessing the property.

Under the ESCA grant contract with the Army, FORA received approximately \$98 million in grant funds to clear munitions and 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 the RSA between FORA and ARCADIS, insurance coverage was secured from AIG for which FORA paid \$82.1 million up front from grant funds. The AIG 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 are in place to complete the scope of work to the satisfaction of the Regulators. 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 and AOC requirements.

Current status follows:

Item	Revised Allocations	Accrued through December 2015
FORA Self-Insurance or Policy	\$ 916,056	\$ 916,056
Reimburse Regulators & Quality Assurance	3,280,655	2,705,087
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	\$73,864,553
FORA Administrative Fees	4,837,001	3,595,645
Total	\$ 97,728,609	87,658,685
	ESCA Remainder	\$ 10,069,924

Data collected during the ESCA investigation stage remains under regulatory review to determine if remediation is complete. The review and documentation process is dependent on Army and regulatory agency responses and decisions. They will issue written confirmation that CERCLA MEC remediation work is complete (known as regulatory site closure).

On November 25, 2014, EPA signed the Record of Decision (ROD) for the ESCA Group 3 properties located in County of Monterey (at Laguna Seca); City of Monterey (south of South Boundary Road); Del Rey Oaks (south of South Boundary Road); and, Monterey Peninsula College (MPC) Military Operations in Urban Terrain property. On February 26, 2015, the Regulators signed the ROD for the ESCA Group 2 California State University Monterey Bay property (south of Inter-Garrison Road). The ROD records the EPA, DTSC and Army's decision on the cleanup of these properties and what controls are required to continue to protect public health and safety.

ii. The process for implementing, operating and maintaining the ROD controls is prescribed under a Land Use Control Implementation, Operation and Maintenance Plan (LUCIP OMP) document. Each ROD will have a corresponding LUCIP OMP developed based on site conditions and historic MEC use. The ESCA team and Regulatory agencies are working directly with the jurisdiction representatives, through the FORA Administrative Committee, to help them understand and develop their comments to the Group 2 and Group 3 LUCIP OMP documents. LUCIP OMP Workshops have been provided for Administrative Committee member questions and document comment preparation in May, June and July 2015. (An additional LUCIP OMP Workshop is anticipated for April 2016.) LUCIP OMP documents are approved by the Regulators prior to issuing regulatory site closure.

Future Actions:

Until regulatory review, concurrence and site closure is received, the ESCA property is not open to the public. Regulatory approval does not determine end use. When regulatory site closure is received, FORA will transfer land title to the appropriate jurisdiction for reuse programming. Underlying jurisdictions are authorized to impose or limit zoning, decide property density or make related land use decisions in compliance with the FORA Base Reuse Plan.

FORA received regulatory site closure for the County North and Parker Flats Phase 1 ESCA properties. For these properties, ARCADIS commuted ESCA insurance coverage for related clean-up costs for coverage for unknown conditions. Per the existing FORA/Jurisdiction Implementation Agreements (2001) and Memorandum of Agreement (2007) regarding property ownership and responsibilities during the period of environmental services, deeds and access control for these properties has been transferred to the new land owner.

The ESCA team continues to actively monitor biological resources and track restoration activities on ESCA properties. To date, the ESCA RP has provided the environmental stewardship for 3,340 ESCA acres. During the week of April 6, 2016, FORA Staff will be meeting to discuss the full range of ESCA issues and the 2020 FORA Transition with U. S. Army and regulator representatives.

FISCAL IMPACT:

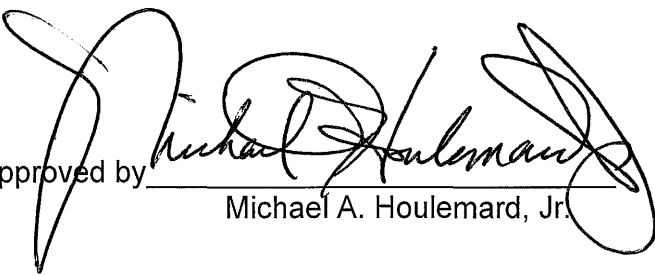
Reviewed by FORA Contoller 

The funds for this review and report are part of the existing FORA ESCA funds. Potential grant adjustments may be forthcoming to address items reviewed in this report.

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

CONSENT AGENDA

Subject: FY 15-16 Mid-Year Budget Adjustment - Prevailing Wage Program

Meeting Date: April 8, 2016

Agenda Number: 5d

INFORMATION

RECOMMENDATION:

Receive the FY 15-16 Mid-Year budget as adjusted to reflect approved Prevailing Wage (PW) Program cost (**Attachment A**).

BACKGROUND / DISCUSSION:

The FY 15-16 Mid-Year budget as presented to the Board in February and adopted in March did not include the PW cost. The PW expense was presented for illustration purposes only and excluded from the budget totals as the PW program has not been decided at that time.

The Board approved the PW program and its annual cost of \$200,000 on March 11.

The adjusted FY 15-16 Mid-Year Budget now reflects this added approved expense (prorated through June 30).

FISCAL IMPACT:

\$200,000 annual cost or estimated \$35,000 fiscal cost (through June 30) will be funded by FORA's share of former Fort Ord property tax revenue.

COORDINATION:

Executive Committee

Prepared by


Ivana Bednarik

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY - REVISED FY 15-16 MID-YEAR BUDGET - ALL FUNDS COMBINED

CATEGORIES	FY 15-16 MID-YEAR APPROVED	FY 15-16 <i>Variances</i> <i>Incr (decrease)</i> <i>projected</i>	FY 15-16 MID-YEAR REVISED	NOTES						
REVENUES										
Membership Dues	\$ 261,000	\$ -	\$ 261,000							
Franchise Fees - MCWD	265,000	-	265,000							
Federal Grants	850,156	-	850,156							
In-kind Local Match	-	-	-							
PLL Insurance Payments	360,000	-	360,000							
Development Fees	5,585,000	-	5,585,000							
Land Sale Proceeds	32,706,165	-	32,706,165							
Rent Proceeds	45,000	-	45,000							
Property Taxes	1,679,468	-	1,679,468							
Reimbursement Agreements	25,000	-	25,000							
Loan Proceeds	-	-	-							
Investment/Interest Income	110,000	-	110,000							
Other Revenues	700,000	-	700,000							
TOTAL REVENUES	42,586,789	-	42,586,789							
EXPENDITURES										
Salaries & Benefits	2,875,838	17,500	2,893,338	Prevailing Wage (PW) monitoring/staff position (annual cost \$105K)						
Supplies & Services	231,200	5,000	236,200	Cost of central software monitoring system with user licenses (annual cost \$20K)						
Contractual Services	1,813,947	12,500	1,826,447	PW auditor/consultant (annual cost \$75K)						
Capital Projects (CIP)	11,655,103	-	11,655,103							
Debt Service (P+I)	17,984,924	-	17,984,924							
TOTAL EXPENDITURES	34,561,011	35,000	34,596,012	<i>Increased expenses due to inclusion of PW Monitoring Program (annual cost \$200K)</i>						
NET REVENUES										
Surplus (Deficit)	8,025,777	(35,000)	7,990,777							
FUND BALANCES										
Beginning	10,900,999	-	10,900,999							
Ending	\$ 18,926,776	(35,000)	\$ 18,891,776	<i>Decreased Fund ending balance</i>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">10,000,000</td> <td>FORA RESERVE ACCOUNT</td> </tr> <tr> <td>5,300,000</td> <td>Designated: CalPERS pension liability (Including termination liability at 2020)</td> </tr> <tr> <td>4,700,000</td> <td>Undesignated: Operating obligations through 2020 (<i>future designations are subject to Board's approval</i>)</td> </tr> </table>					10,000,000	FORA RESERVE ACCOUNT	5,300,000	Designated: CalPERS pension liability (Including termination liability at 2020)	4,700,000	Undesignated: Operating obligations through 2020 (<i>future designations are subject to Board's approval</i>)
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4,700,000	Undesignated: Operating obligations through 2020 (<i>future designations are subject to Board's approval</i>)									

Attachment A to Item 5d
FORA Board Meeting, 4/8/2016

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Water Augmentation: Program Update	
Meeting Date:	April 8, 2016	INFORMATION
Agenda Number:	5e	

BACKGROUND/DISCUSSION:

The Fort Ord Reuse Authority (FORA) and Marina Coast Water District (MCWD) Board of Directors approved the recommendation of a two-project hybrid (Recycled & Desalinization) on June 10, 2005, at a joint meeting of the Boards, in order to implement the Regional Urban Water Augmentation Project (RUWAP).

In May 2007, the Board adopted Resolution No. 07-10 to allocate 1,427 Acre Feet Year (AFY) of RUWAP recycled water to the Ord Community without the need for seasonal storage.

On October 8, 2015, the Monterey Regional Water Pollution Control Agency (MRWPCA) Board of Directors approved in its Resolution Number 2015-24 the Pure Water Monterey (PWM) project which includes: construction and operation of all source water facilities, Product Water Conveyance Facilities, Advanced Water Treatment, other improvements to the Regional Treatment Plant, and other System Improvements described in the Environmental Impact Report (EIR). The Pure Water Monterey Project Facilities is a subset of certain components of the Pure Water Monterey Project and includes expansion of the Advanced Water Treatment project pending a signed agreement between MCWD and MRWPCA.

The FORA Board of Directors unanimously endorsed the MRWPCA PWM project as a potential supplier of augmented water to the Ord Community on October 9, 2015. As a result, MCWD and MRWPCA agreed upon the formation of an Advanced Treated Water Delivery and Supply Project Agreement (AWT Project Agreement) and are in the process of finalizing this agreement. Under the agreement terms, MRWPCA provides to MCWD, for use within the Ord Community, a net 1,427 AFY of Advanced Treated Water (ATW), which FORA has allocated to its member agencies, in lieu of the RUWAP Recycled Tertiary Reclaimed Water.

Questions asked before and at the March 2016 FORA Board meeting centered on understanding the RUWAP Recycled Project now that MRWPCA is providing ATW to MCWD. Staff has paraphrased the questions and answers below.

1. Since the PWM project's initial Environmental Impact Report (EIR) did not include providing water to MCWD, will MRWPCA have to redo the California Environmental Quality Act (CEQA) process?

MRWPCA will present the PWM project along with proposed modifications to the California Public Utilities Commission (CPUC) Evidentiary Hearings in April 2016. If the CPUC approves the PWM project, MRWPCA will create an addendum to the EIR and update numerous reports to reflect its involvement in the RUWAP Recycled Project per the appropriate requirements.

2. If I read the Board Reports correctly the first step was to agree on the installation of the pipeline and the second was to identify the source and method of augmentation of the water supply. What is the status was on the second item and what do you think the schedule is for the process on the second component?

FORA's Water Augmentation Program has two major silos: 1) finance a RUWAP Recycled Pipeline, and 2) study alternatives to determine a Secondary Program. To clarify, RUWAP recycled pipeline finance and the study are mostly separate activities.

With these answers at its March 11th meeting, the FORA Board unanimously authorized the Executive Officer to negotiate and bring back to the FORA Board for approval a Memorandum of Understanding (MOU) with MCWD to designate up to \$6M of the Capital Improvement Program's water augmentation budget (\$24M) to the RUWAP's direct construction costs of the recycled water pipeline, dependent on PWM project approval by CPUC and the completion of milestones approved by the three agency boards.

This authorization advances the process for FORA to address the Recycled Water portion of the RUWAP Hybrid Project. However, there still exists 973 AFY of water augmentation needed for the Ord Community. To this end, the FORA Board of Directors unanimously endorsed a joint water supply planning process among FORA, MRWPCA, and MCWD on October 9, 2015. MCWD and FORA agreed in a Memorandum of Agreement resolving the budget dispute (approved by the FORA Board of Directors on December 11, 2015) to participate in a tripartite planning process with MCWD & MRWPCA in order to study and identify water sources to supply the additional 973 AFY of additional water augmentation. FORA staff anticipates returning with a tripartite planning study MOU to the May Board meeting.

The Parties recognize that there could be a mix of different strategies to meet the Additional Water Augmentation component, including water conservation, and to possibly increase or decrease the ATW component. To determine a path forward concerning the additional augmentation, the Executive Officer is defining the terms of a Tripartite Planning effort between the three agencies. MCWD and MRWPCA staffs are currently considering an MOU to study and identify a mix of water sources, options, and alternatives necessary to provide the Additional Augmentation Water need.

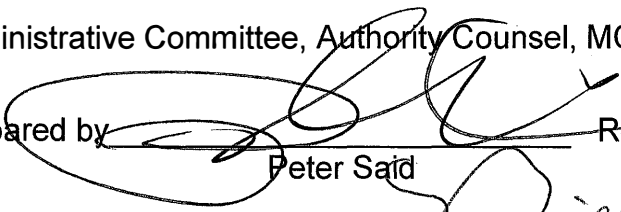
FISCAL IMPACT:


Reviewed by FORA Controller 


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

COORDINATION:

Administrative Committee, Authority Counsel, MCWD, MRWPCA

Prepared by 
Peter Said

Reviewed by 
Steve Endsley

Approved by 
Michael A. Houlemard, Jr

FORT ORD REUSE AUTHORITY BOARD REPORT

CONSENT AGENDA

Subject:	Local Business/Employment/Environmental Justice Update	
Meeting Date:	April 8, 2016	INFORMATION
Agenda Number:	5f	

RECOMMENDATION(S):

Receive an update regarding job creation, local preference, and environmental justice provisions as a follow up to specific requests regarding these issues.

BACKGROUND/DISCUSSION:

In January 2013, FORA staff provided an overview of the activities FORA had engaged over its 20+ year history that addressed the provisions of the Authority Act that encouraged local hires and economic recovery. The direction to provide that report was initiated during the Base Reuse Plan (BRP) 2012 Reassessment. In recent meetings, the Fort Ord Environmental Justice Network (FOEJN) requested FORA staff provide further comment about the potential for supporting both affordable housing and employment for local and economically challenged groups. In particular, the FOEJN has continuously asserted that housing and jobs are being provided for out of the area families and not to local African American job or housing seekers.

To recap the report from 2013 to the present on this subject:

In order to accomplish local preference goals, the FORA Board adopted terms within the Master Resolution for local contracting preferences and policies to encourage local hiring, contracting, and vendors. There are also provisions/elements of the Fort Ord BRP and Chapter 8 of the Master Resolution that outline how jurisdictions will meet the jobs/housing balance provisions in the BRP. Further, some legal actions were taken to challenge the award of contracts to restore buildings at California State University Monterey Bay (CSUMB).

An outgrowth of that challenge was a FORA contract with US Department of Commerce to assist local contractors and to secure dollar value size adjustments in contract awards to enable better opportunity for local contractors with their bonding capacity. An additional outgrowth was FORA's participation in establishing the Contractors Development Center (CDC) early last decade now operated by Monterey Bay Contractors Association.

Over the course of the past year, several comments were made and questions posed by representatives from the impacted low-income and disadvantaged communities about the 1990s commitments for local hiring and contracting and whether these have been realized.

FORA staff met twice FOEJN Executive Director, Evangelist LeVonne Stone during the month of March. Mrs. Stone voiced her concerns on how California does business and suggested there are too many resources going to CSUMB, leaving the "affected" (especially the African American) community behind (in the dust). Mrs. Stone also feels local jurisdictions are ignoring environmental justice and not giving back, and have taken over and left FOEJN out. Mrs. Stone further noted her office in Monterey is inadequate, and that FOEJN wants a permanent former Fort Ord building location for them to continue their services.

Mrs. Stone is concerned that FOEJN is not directly involved in projects and that the community is being pushed aside and not represented, and pointed out the Board of Supervisors recently

proclaimed February as Environmental Justice Month (EJM) and specifically commended Mrs. Stone and her work with the FOEJN.

According to Mrs. Stone existing affordable housing developments on the former Fort Ord are not open to African American locals. Mrs. Stone sent a letter to the FORA board prior to the March meeting and also wrote a letters to Congressman Sam Farr regarding "Affordable Housing" during the last decade and to a number of organizations over this recent decade expressing her impression that her organization has been barred from active participation in the reuse program. There were further letters sent to the Monterey Bay Unified Air Pollution Control District, Senator Boxer, that both identify their concerns. Mrs. Stone has indicated her organization is willing to work with everyone and is concerned that FORA workshops are not well advertised to the affected communities.

While the efforts to resolve the economic recovery issues highlighted by the FOEJN continue, FORA staff have taken steps to actively address local job recovery for affected communities with a number of other recent activities including: a) publically noticing all committee and Board meetings via a growing 380+ person email list, FORA.org website, social media outlets, and postings at the FORA offices; b) publically noticing all FORA contracting and employment opportunities on the FORA website, sharing via social media outlets, and publicizing in local print media; and c) presenting reuse progress reports and economic development strategies for an array of local and regional associations (such as the Naval Post Graduate School, Presidio of Monterey, Black Chamber of Commerce, Monterey Peninsula Rotary, and Monterey County Council of Women Realtors). In addition, representatives from the FOEJN, Seaside NAACP and LULAC participated in a number of meetings and events during the 2015 Regional Urban Design Guidelines (RUDG) charrette process. FORA staff remain committed to inclusive efforts to increase input from all communities impacted by the reuse and economic recovery of historical Fort Ord.

FISCAL IMPACT:

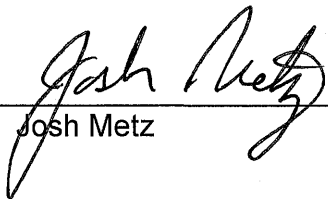
Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, Administrative and Executive Committees, land use jurisdictions, Transportation Agency for Monterey County.

Prepared by


Josh Metz

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject: Economic Development Quarterly Status Update

Meeting Date: April 8, 2016

Agenda Number: 6a

INFORMATION

RECOMMENDATION(S):

Receive Economic Development (ED) Progress Report.

BACKGROUND/DISCUSSION:

The 2012 Reassessment Report identified economic recovery from base closure as a yet –to-be complete BRP obligation. Beginning in January 2015, the Board reviewed economic recovery strategies and acted to recruit and fund a new ED staff position. Following a successful recruitment process, Josh Metz was appointed as ED Coordinator in June 2015.

FORA's initial ED strategy, outlined during the ED Coordinator recruitment and again at the September 2015 Board meeting, includes the following key components:

- Build on Regional Economic Strengths.
- Engage Internal & External Stakeholders.
- Develop and Maintain Information Resources.
- Pursue New or Expand Existing Business Opportunities.
- Engage with Regional/Partner Efforts.
- Report Success Metrics.

The following key activities have been the focus of Economic Development efforts since the last Quarterly Status Update provided at the January 8, 2016:

- **Business Recruitment.** FORA staff responded to numerous inquiries from businesses interested in relocation and reuse of former Fort Ord real estate. Working with the Monterey County Economic Development office, staff explored potential recruitment of: a new winery incubator project, winery relocation and development, greenhouse R&D, medical foods R&D and tourism oriented businesses. Staff is working with relevant jurisdiction staff and elected officials to advance these opportunities.
- **Regional Urban Design Guidelines.** Staff continued to advance the completion of the FORA Regional Urban Design Guidelines project, and took the lead on creation of a new interactive website (<http://www.OrdForward.org>). The new website provides for clear and efficient RUDG implementation and value creation. Completion of the RUDG will advance economic recovery by providing clear guidelines for jurisdictions and developers crafting new legislative land-use policies and development plans. This effort remains a high priority item for completion during Q2 2016.
- **UCMBEST.** The vision for UCMBEST as a regional R&D tech innovation and regional employment center has yet to be realized. Even after 21 years of UC ownership only a small fraction of new venture and employment opportunities exist on the lands conveyed for that purpose. FORA has a critical interest in seeing progress made on the UCMBEST vision. To that end Mr. Houlemard and Mr. Metz have taken active roles in convening relevant stakeholders to infuse the effort with new energy and craft a viable route forward. Advancing existing planning efforts to conclusion and entitlement for future sale, lease or other transfer,

as well as exploring a wide range of future ownership/management structures are key areas of staff/stakeholder focus. FORA staff and Board representatives met with UC Santa Cruz representatives on 12/22/15, 2/11/16, 3/4/16, and 3/17/16 to define paths forward including drafting a Memorandum of Agreement (MOA) on collaboration including establishment of a staff-level UCMBEST Working Group. Vice Chancellor Brandt provided a UCSC-UCMBEST Status Report at the March 11, 2016 meeting and agreed to quarterly report going forward.

- **Start-up Challenge Monterey Bay.** FORA continues to support the growth and establishment of regional entrepreneurship through support of CSUMB and Start-up Challenge Monterey Bay. This multi-day competitive pitch event cultivates entrepreneurship skills and identifies promising start-up concepts. The 2016 Start-up Challenge grew 25% from 2015 with 89 participants. FORA hosted 2 pitch workshops in partnership with CSUMB faculty, which enabled approximately 50 participants to refine and practice pitch content.
- **Community Engagement:** Staff continues to work on increasing public knowledge about reuse activities and opportunities. To this end, efforts are ongoing to strengthen regular information outlets including the growing 380+ email list, website and social media content. FORA support of CSUMB programs and membership in the Monterey Bay Economic Partnership (MBEP), Monterey County Business Council (MCBC), and the Monterey Peninsula Chamber of Commerce provide valuable community engagement forums. During the first quarter 2016, Mr. Houlemard and Mr. Metz also provided presentations for the Monterey County Council of Women Realtors, and the Monterey Peninsula Rotary. In addition they met on multiple occasions with the Fort Ord Environmental Justice Network (FOEJN) to identify opportunities for collaboration and resolving community concerns.
- **Success Metrics/Information Analytics:** Clear success metrics will provide the framework to evaluate economic development progress, and quality information resources provide for timely response to economic development inquiries. To these ends, staff conducted a 2015 Jobs Survey that indicates there are a total of 3541 Full-time Equivalent (FTE) and 722 Part-time jobs on the former Fort Ord. In addition, we estimate there are in excess of 10,000 students (7122 at CSUMB). The survey method and information database were established for repeated use on a bi-annual basis. FORA also licensed the use of the JobsEQ information system to provide timely analytics in support of regional ED inquiries.
- **2016 Conferences:**
 - Monterey Bay Economic Partnership (MBEP) Regional Economic Summit, April 26, Monterey CA
 - California Local Economic Development Association (CalEd) Conference, April 26-28, South San Francisco, CA
 - Association of Defense Communities (ADC) 2016 Conference, June 20-22, Washington, DC
 - Forbes Agtech Summit, July 13-14, Salinas, CA
 - International Economic Development Council (IEDC) Conference, Sept 25-28 Cleveland, OH

FISCAL IMPACT:

Reviewed by FORA Controller 

Funding for staff time and ED program activities is included in the approved annual budget.

COORDINATION:

Administrative and Executive Committees

Prepared by 

Josh Metz

Approved by 

Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT	
BUSINESS ITEMS	
Subject:	Fort Ord Reuse Authority 2020 Sunset and Transition Plan
Meeting Date:	April 8, 2016
Agenda Number:	6b
INFORMATION/ACTION	

RECOMMENDATION(S):

Receive a presentation regarding preparation of the Fort Ord Reuse Authority (FORA) 2020 Sunset and Transition Plan.

BACKGROUND/DISCUSSION:

FORA's initial sunset was planned for June 30, 2014. In 2012, California State Assembly member (now State Senator) Bill Monning proposed Assembly Bill (AB) 1614, which submitted a ten-year extension of FORA. AB 1614 in its final form provided for a six-year extension initially and also required the FORA Board of Directors to approve and submit a transition plan to the Monterey County Local Agency Formation Commission (LAFCO) eighteen months before the June 30, 2020 inoperability date. Also, 1) many of FORA's contracts require approval of regulatory agencies and 2) the State Legislature also wanted a report on the FORA transition at that time. Those facts suggest an earlier review of the FORA sunset issues.

The transition plan will need to assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. Through the LAFCO process, the obligations and responsibilities of FORA would be allocated among FORA's constituent membership and/or successor agency. The FORA 2020 Sunset and Transition Plan Memo (**Attachment A**) and PowerPoint (**Attachment B**) describe transition planning issues in detail.

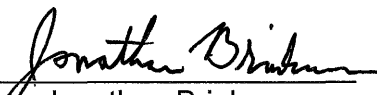
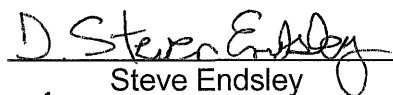
FISCAL IMPACT:


Reviewed by FORA Controller 

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

COORDINATION:

Authority Counsel, Administrative, Finance, Legislative, and Executive Committees.

Prepared by  Reviewed by 
 Jonathan Brinkmann Steve Endsley

Approved by 
 Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY

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MEMORANDUM

Attachment A to Item 6b
FORA Board Meeting, 4/8/2016

TO: Fort Ord Reuse Authority Board of Directors
FROM: Assistant Executive Officer Steve Endsley
RE: Agenda Item 6b Fort Ord Reuse Authority 2020 Sunset and Transition Plan
DATE: April 8, 2016

In December of 1993, Senator Henry Mello (1924-2004) proposed legislation [Senate Bill (SB) 899] to create a Fort Ord Reuse Authority (FORA). SB 899 was approved unanimously by the State Assembly Ways and Means Committee in April 1994 and was signed into law by Governor Pete Wilson on May 10, 1994. SB 899, as amended, has been codified as Title 7.85 of the Government Code, sections 76750, et. seq., known as the "Fort Ord Reuse Authority Act." Formally established as a corporation of the State of California on May 20, 1994, FORA's purpose is to prepare, adopt, finance and implement a plan for the land formerly occupied by Fort Ord. FORA's initial sunset was planned for June 30, 2014. In 2012, California State Senator Bill Monning proposed Assembly Bill (AB) 1614, which submitted a ten year extension of FORA. AB 1614 also required FORA's Board of Directors to approve and submit a transition plan to the Monterey County Local Agency Formation Commission (LAFCO) eighteen months before the inoperability date. The transition plan assigns assets and liabilities, designates responsible successor agencies, and provides a schedule of remaining obligations. Through the LAFCO process, the obligations and responsibilities of FORA would be allocated among FORA's constituent membership and/or successor agency. Also, the bill required a progress report to be delivered to the State Legislature. Although FORA was granted six additional years rather than ten, the other requirements were adopted. Chapter 7. Dissolution of the FORA Act, effective January 1, 2013, states that FORA "shall become inoperative when the board determines that 80 percent of the territory of Fort Ord that is designated for development or reuse in the plan . . . has been developed or reused in a manner consistent with the plan adopted or revised pursuant to Section 67675, or June 30, 2020, whichever occurs first." To meet these requirements, several issues warrant discussion of FORA's dissolution.

This memorandum explores presently identified options to extend the June 30, 2020 dissolution date or create a successor agency or agencies to provide for completing the original FORA mission of converting the former Fort Ord from military to civilian land uses. This memorandum also identifies FORA's surviving post-2020 obligations, describes proposed or existing institutional and policy mechanisms to address them, and evaluates their relative merits. This document will discuss several approaches to addressing the FORA transition and includes specific recommendations.

This memorandum is organized in the following manner:

- I. FORA Obligations that Survive 2020
- II. Assets and Revenues
- III. Post-2020 Organizational Structure Considerations
- IV. Issues Posed by Extending FORA

I. FORA Obligations That Survive 2020

FORA has three broad categories of obligations that survive the FORA scheduled sunset: A. Capital Improvement Program (CIP) /Base Reuse Plan (BRP) California Environmental Quality Act (CEQA) mitigations, B. Board-determined base-wide obligations, and C. Organizational closure obligations. The following outline describes these obligations and their relative completion timeframes.

A. CIP/BRP CEQA mitigations

1. Transportation/Transit

- Description: FORA must fund specific amounts for Transit as well as Regional, Off-site, and On-site roadways. FORA must complete specific on-site roadways for which it is lead agency: South Boundary Road, Gigling Road, Inter-Garrison Road, and Eastside Parkway.
- Estimated cost: \$120.9 million
- On-site project completion schedule: 2025
- Entire completion schedule: 2035
- This is a CEQA requirement included in the BRP EIR.

2. Water Augmentation

- Description: FORA must fund a Fort Ord water augmentation project to provide 2,400 acre-feet per year (AFY). FORA has contracted Marina Coast Water District (MCWD) to do this project. MCWD's Regional Urban Water Augmentation Project has identified a 1,427 AFY recycled water project. MCWD and FORA have not yet specifically identified a project that would produce the remaining 973 AFY of augmented water.
- Estimated cost: \$24 million (FORA's required mitigation only, project could exceed this cost).
- Completion schedule: 2018-2035, in phases.
- This is a CEQA requirement included in the BRP EIR, approved by the FORA Board June 13, 1997.

3. Habitat Management Plan/Habitat Conservation Plan (HCP)

- Description: the Army's 1997 Habitat Management Plan does not provide Fort Ord jurisdictions with "take" coverage necessary to implement required habitat conservation management on habitat reserves and development/reuse. The jurisdictions and FORA must implement an HCP to receive take coverage from Federal and State wildlife agencies.
- Estimated cost: \$43 million for HCP endowments
- Completion schedule: 2035
- This is a CEQA requirement included in the BRP Environmental Impact Report (EIR).

4. FORA CIP funding replacement

- Description: In 2002, FORA recorded a Special Tax lien on the majority of former Fort Ord property known as the FORA Community Facilities District

(CFD) Special Tax. This Special Tax is the primary funding source for the FORA CIP, which includes HCP, Transit, Roads, and Water Augmentation. The Special Tax lien states that it shall not be levied after FORA's termination or later than calendar year 2051. Should FORA dissolve in 2020, entities assigned FORA's CIP mitigations must have a replacement funding mechanism.

B. Board-determined base-wide obligations

1. FORA/US Army Environmental Services Cooperative Agreement (ESCA)

- Description: In 2007, the FORA Board authorized execution of several ESCA agreements. The Administrative Order on Consent (AOC) agreement with United States Environmental Protection Agency (US EPA), California Department of Toxic Substances Control (DTSC) and Regional Water Quality Control Board (RWQCB) was the overarching agreement.
- AOC completion schedule: AOC termination is tied to performance standards (completion of Munitions and Explosives of Concern [MEC] related remedial activities), not a fixed date. According to the AOC, EPA, DTSC and RWQCB must approve a successor to FORA's AOC obligations.
- ESCA completion schedule: Munitions/ explosives remediation regulatory acceptance is anticipated in 2019. Army 5-year review in 2017-18 and FORA Longer Term ESCA Obligations would continue to 2037.

2. Base-wide building removal

- Description: In 2001, the FORA Board approved inclusion of building removal costs as a FORA CIP obligation. FORA's remaining building removal obligations include Seaside Surplus II and the Marina Stockade areas. FORA is implementing plans that will evaluate overall Surplus II building removal costs. Based on current information, Surplus II building removal costs may exceed the underlying land value even after FORA's CIP obligation is met. FORA has met its financial obligations within the City of Marina Dunes on Monterey Bay project area. However, the Board has tasked staff with identifying means to expedite building removal in this project area.
- FORA is designated by US EPA as a Hazardous Waste Generator for World War II contaminated building debris. The City of Marina would have to take on this obligation at the potential cost of several hundred thousand dollars.
- Completion schedule: FORA's building removal financial obligations can be met by 2020. If the FORA Board modifies FORA's building removal obligation or role in Surplus II and/or Dunes on Monterey Bay project areas, such actions may extend the obligation completion schedule.

C. Organizational responsibilities and contractual obligations

FORA has been in operation since 1994 and has acquired a number of contractual and legislative responsibilities. Before FORA dissolves in 2020, a number of these obligations must be assigned to another entity or otherwise addressed.

a. FORA-Marina Coast Water District (MCWD) Water/Waste Water Facilities

Agreement (Facilities Agreement)

Description: The Facilities Agreement provides for MCWD to annex the Ord Community Service area before FORA's dissolution. MCWD has not yet completed annexation of the Ord Community Service area. If MCWD annexation is not completed by June 30, 2020, FORA must assign its Facilities Agreement role and responsibilities to another entity.

b. Fort Ord Water Allocations

Description: The June 23, 2000 Memorandum of Agreement (MOA) between the US Army and FORA for Sale of Portions of the Former Fort Ord (Economic Development Conveyance Agreement)[EDC] assigned the majority of US Army groundwater rights to FORA. FORA subsequently allocated groundwater to former Fort Ord jurisdictions and property owners. FORA must assign its EDC role and responsibilities to another entity before its dissolution.

c. Pollution Legal Liability (PLL) Insurance

Description: FORA and participating jurisdictions purchased base-wide PLL insurance coverage in 2014 that terminates in 2024. FORA has not as yet assigned its first named insured status to an entity after June 30, 2020 but is working with the County of Monterey as a potential first-insured.

d. FORA's Powers and BRP Compliance

Description: FORA's oversight, consistency, enforcement and financing powers described in the FORA Act are repealed on July 1, 2020. This includes FORA's financing role through the CFD Special Tax, Property Taxes, and land sales/lease proceeds. FORA's BRP compliance role of performing Consistency Determinations and, potentially, provisions that establish that "[the BRP] shall be the official local plan for the reuse of the base for all public purposes, including all discussions with the Army and other federal agencies, and for purposes of planning, design, and funding by all state agencies" would end as well unless modified by state legislation.

e. Miscellaneous Contract Obligations

Description: FORA has entered into a number of contracts with state, federal, and local agencies since 1994. These contracts must be reviewed and, if FORA's obligations continue past 2020, FORA must assign its obligations to another entity. For example, FORA entered into an agreement with Monterey Peninsula College, Bureau of Land Management (BLM), and County of Monterey in 2002. FORA agreed to assume MPC's habitat management responsibilities for its habitat reserve parcels after MPC makes a specific mitigation payment to FORA. FORA would need to assign these responsibilities to another entity before 2020.

f. Post-FORA Employee Retirement/Health Provisions (2040-2060)

FORA participates in the CalPERS retirement program. Public Agencies participating in CalPERS programs are typically on-going entities, such as a City government or Special District such as a water district. Due to FORA's limited term, FORA's long-term retirement funding obligations with CalPERS may/will extend past 2020. FORA staff have communicated with CalPERS, who has estimated that FORA would need to pay CalPERS a lump sum payment of approximately \$5 million or

transfer its long-term CalPERS obligations to another entity.

II. Assets and Revenues

FORA's assets and revenues will be affected by its 2020 dissolution. These changes will affect the financial resources available for Fort Ord Base Reuse. The following section describes each asset or revenue source and its future post 2020.

A. Land sale and lease proceeds

Under State law, FORA currently shares land sale and lease proceeds 50/50 with the underlying jurisdictions. Post 2020, barring legislative action otherwise, jurisdictions would receive 100 percent of sale or lease proceeds paid to them by end-users of the property.

B. Property Taxes

By a special formula included in the State Health and Safety Code, FORA currently receives a portion of property taxes generated from former Fort Ord, approximately \$1.5 million in FY 14/15. Post 2020, and assuming no legislative action otherwise, this revenue source would be reallocated to the State of California, Educational institutions, special districts, and County of Monterey.

C. FORA CFD Special Tax

The Special Tax lien establishing the FORA CFD does not provide for special tax collection after FORA's dissolution. This revenue source would end on June 30, 2020 unless the State legislature and/or LAFCO expressly act to continue it, or a jurisdiction acts to create a new one.

D. Membership dues

The FORA Act provides for membership dues to help fund FORA operations. This revenue source would end on June 30, 2020.

E. MCWD Franchise Fee

FORA receives an MCWD Franchise Fee of \$15,000 annually in accordance with the Facilities Agreement. If FORA assigns its Facilities Agreement roles and responsibilities to another entity, this revenue source would continue past 2020. If MCWD annexes the Ord Community service area before June 30, 2020, this revenue source would end before June 30, 2020.

F. MCWD Revenues

FORA receives a percentage of MCWD's Ord Community revenues annually in accordance with the Facilities Agreement. If FORA assigns its Facilities Agreement roles and responsibilities to another entity, this revenue source would continue past 2020. If MCWD annexes the Ord Community service area before June 30, 2020, this revenue source would end before June 30, 2020.

G. ESCA grant funds

FORA will likely have sums remaining in ESCA funding in 2020. If FORA assigns its ESCA responsibilities to another entity or entities, this funding would continue past

2020.

III. Post-2020 Organizational Structure Considerations

There are several ways to discharge the above-listed duties. These alternatives raise policy choices. It will take substantial discussion to reach consensus. For this reason, staff urges the Board to initiate this discussion in 2016.

Several suggestions have been made to either assign FORA's functions or to extend FORA in its current form. The following section analyzes options by exploring their advantages and disadvantages.

Options analyzed:

- A. Create a FORA successor agency for a fixed term.
- B. Extend FORA as is or restructure FORA's membership/legislative authority for a fixed term.
- C. Create Joint Powers Authority (JPA) for a fixed term.
- D. Assign FORA responsibilities to an existing entity or entities.
- E. Assign responsibilities to FORA member agencies and regional and state agencies.
- F. An "a la carte" program aligned by function.

A. Create a FORA successor agency for a fixed term.

Advantages:

A FORA successor could be an effective method to transfer FORA obligations and assets due to economies of scale and limited duplication. The successor agency could have a restructured membership and could be assigned functions and resources to complete remaining obligations.

Challenges:

This option would require legislative action.

Disadvantages:

Creating a FORA successor agency may involve governance discussions and other political challenges. This also would require that the FORA successor agency be subject to the contractual and regulatory (i.e. ESCA, AOC) obligations for approval by external agencies if the requirements were not complete, and might not retain the benefit of existing staff expertise/experience.

B. Extend FORA as is or restructure FORA's membership/legislative authority for a fixed term.

Advantages:

This option has a number of advantages including: efficiency and economy of scale, sustaining current working relationships with external agencies, does not require the cost and time of creating a new entity, and retains FORA staff's institutional memory, expertise and continuity of success. Since many elements of the BRP are not yet complete, such an extension would retain important procedures/practices for financing,

mitigation, compliance, and implementation. At the same time, this is the least disruptive to activities known to survive the scheduled sunset date and extends existing grant and other funding accomplishments. For example, in terms of base-wide PLL insurance, FORA has a favorable claims history with PLL carriers and may be the logical entity to negotiate and manage the future policy, including cross boundary coverage.

The AOC requires a close relationship with the State and Federal environmental regulatory community, which FORA has fostered. Introduction of a new structure and or new players from the FORA side risks sacrificing the relationships, trust and confidence FORA has built with these agencies over the last 20 years.

The US Army would not need to amend its FORA property transfer and remediation contracts to substitute another agency. FORA's positive relationship with regulatory agencies would be effectively sustained and the ground water/reclaimed water allocations would continue uninterrupted. The FORA CFD fee, land sales/lease revenue, and property tax would continue to fund FORA obligations without changing FORA's funding strategy. Environmental regulatory oversight and relationships would not be disrupted.

Challenges:

Several jurisdictions have expressed the need to alter FORA membership to more closely reflect former Fort Ord on-base obligations. Several others have indicated they would like out. CA State Legislature expressed little interest in another extension.

Disadvantages:

Extension would require amendment of the FORA Act, which may require local and statewide political support. Non-jurisdiction members would continue to pay membership fees although non-landholding members could be allowed (by statute) to opt out of participation, thereby avoiding the payment of membership fees.

C. Create Joint Powers Authority (JPA) for a fixed term.

Advantages:

A JPA could be an efficient replacement for FORA due to economies of scale and limited duplication. The JPA would be solely focused on a set of reduced obligations post-2020 and would be much more locally controlled – not requiring state legislative approval. (While planning obligations may decrease, the development, financial and environmental obligations may not.)

Challenges:

It is unclear if the staff retirement health benefits and FORA CFD would be assigned to the JPA. For the JPA or CSA to retain existing FORA revenue sources (CFD special tax, land sale proceeds, and property taxes), legislative action would be required.

Disadvantages:

Establishing a JPA requires time, produces political issues, creates expense, and requires that revenue be identified to support financing operations, staffing, projects, field management, and overhead. This also would require that the JPA be subject to

the contractual and regulatory (i.e. ESCA, AOC) obligations for approval by external agencies if the requirements were not complete, and might not retain the benefit of existing staff expertise/experience.

D. Assign FORA responsibilities to an existing entity or entities.

Advantages:

This option would reduce the number of governmental agencies. Some would argue that the net result is positive and maintains certain economies of scale. Consideration should be given by any replacement entity to the provision for stipulated penalties to be paid in the event of noncompliance with the AOC.

Challenges:

Some of FORA's obligations (HCP implementation, ESCA/MEC long-term stewardship) require specialized skill that is not currently in other existing entities. It is unclear whether the staff retirement health benefits and FORA CFD would/could be assigned to the existing entity.

Disadvantages:

This option can work only if an existing regional entity (e.g. County, TAMC, etc.) has the statutory authority to perform FORA's functions and is willing to assume them. It is not clear whether any existing entity has the full range of financial, planning, and oversight authority that has been established in State Law for FORA. If an entity (or entities) were identified, there could be significant debate and action by individual FORA members to define the terms of the transition. Also, the identified agency would be subject to the contractual (i.e. ESCA) rights requiring approval by external agencies and may not carry the benefit of existing staff expertise/experience.

E. Assign responsibilities to FORA's member agencies and regional and state agencies.

Advantages:

This would result in local planning and development decision making, as each jurisdiction would perform independent financial, physical and reporting obligations. This option addresses the previous concern about external regional involvement in local decisions.

Challenges:

To complete the financial obligations included in the BRP and the related environmental mitigations, there would be individual budget implications to address these obligations, including: staffing and reporting, agency reimbursements, construction, monitoring, regulatory interface, conservation, and project management. It is unclear whether the staff retirement health benefits and FORA CFD would be assigned to multiple agencies.

Disadvantages:

Each jurisdiction would need to re-create taxing districts to fund post-FORA obligations or otherwise support the FORA activities out of general revenue. This approach would result in duplicative efforts to address what are now common/shared tasks. This would also require each agency to be subject to the contractual and regulatory obligations (i.e.

ESCA, AOC, CFD) for approval by external agencies if the requirements were not yet complete, and might not retain the benefit of existing staff expertise/experience.

F. An “a la carte” program aligned by function.

This option utilizes the strengths from options 1-5 and incorporates them into a customized program. Such an approach could be to extend FORA by 5 years and, during those five years, assign FORA’s remaining obligations to existing entities and/or a JPA. The reason for a five-year extension would be to coincide with the expected completion of on-site transportation projects.

- **ESCA/AOC** – FORA would complete its 5-year review in FY 17/18 and have time to transition its role to its successor. This would allow transfer of institutional knowledge and relationships from FORA to its successor. After the 5 year period, ESCA/AOC functions would transition to a JPA specifically designed for that purpose.
- **CIP/Basewide mitigations** – FORA would continue CFD Special Tax collection for 5 years and facilitate CFD collection (or replacement fee structure) after FORA’s dissolution. This would help fund critical CIP programs and create a seamless fee structure application.
- **Transportation/Transit** – FORA would complete its lead agency on-site road projects and assign its off-site and regional road projects to other entities such as TAMC. On-site road network completion is a crucial step in the base reuse process. After the 5 year period, TAMC would assume responsibility for FORA transit and transportation projects and would incorporate the FORA CFD into its regional transportation fee.
- **Water/Augmentation** – FORA, MCWD and MRWPCA would identify a water augmentation project for the already allocated 1427 acre feet/year (AFY) and the remaining 973 AFY and navigate a project completion strategy. Securing an augmented water supply is necessary to achieve base reuse for all former Fort Ord communities. This is similar to the program already contemplated. FORA’s obligations and mitigation funding stream could be subsumed by MCWD/MRWPCA by State legislative action.
- **Habitat Management/HCP** – FORA would continue CFD Special Tax collection for 5 years. A JPA specifically tailored to this function would facilitate CFD collection (or replacement fee structure) after FORA’s dissolution. This option would allow FORA to support the JPA’s assumption of FORA’s responsibilities and retain FORA’s revenue stream for that purpose. (This model, already assumed in the program currently being reviewed by the US Fish and Wildlife Service and CA Fish and Wildlife, is recommended by them.)
- **Building Removal** – FORA would be able to complete its remaining building removal obligations in the Marina Stockade and Seaside Surplus II, and support City of Marina building removal efforts. FORA’s role as the Hazardous Waste generator could be utilized with potential cost savings to the jurisdictions.

- **BRP/Consistency** – FORA’s planning role would be maintained for 5 years allowing projects to come forward for consistency determinations allowing BRP and RUDG visions to be implemented.
- **Prevailing Wage** – FORA’s prevailing wage policy ensures prevailing wages are paid for first-generation construction projects on the former Fort Ord. The FORA Board may need to assign FORA’s prevailing wage role to another entity before its dissolution.
- **Employee/retiree benefits placement and assumption** – FORA could pay CalPERS a lump sum payment or transfer its long-term CalPERS obligations to another entity with the needed financial resources. FORA currently has 15 positions and a number of retirees. As obligations are completed or assigned to others, current levels of FORA staffing could be reduced.

Establishing an “a la carte” program would allow FORA to transition its functions over time to ensure an orderly dissolution without loss of service to critical base reuse programs. An example of transitioning FORA’s form and function over time might look like the following:

- **FORA JPA successor** – Assumed functions: ESCA/AOC, on-site transportation projects, building removal program, BRP/Consistency, Prevailing Wage, Revenue Collection, and Employee/retiree obligations.
- **TAMC** – Assumed functions: Off-site and regional transportation project, Transit Programs, and TAMC Regional development impact fee incorporation of Fort Ord area.
- **MCWD/MRWPCA** – Assumed functions: MCWD/MRWPCA would assume FORA’s water augmentation obligations and either receive funding through FORA JPA successor or develop a new funding mechanism to complete obligations.
- **Regional Habitat Cooperative JPA** – Assumed functions: Habitat management/HCP administration and manage HCP endowment established through FORA revenues.

IV. Issues Posed by Extending FORA.

A. Choice of New FORA Termination Date

The following factors influence selection of a new FORA termination date:

1. Given current rates of development, the FORA Capital Improvement Program may not be fully funded for 15 years or more. That roughly reflects 80% of the BRP completion, which was an initial target date for FORA to end. Remaining Improvement Projects: South Boundary, Gigling Road and linkage of Eastside Parkway to Eucalyptus Road.

2. The crucial links in the on-base transportation network infrastructure program, including the Eastside Parkway road project, are currently expected to be completed by June 30, 2020.
3. Under the agreement with the US Army, US EPA, and CA DTSC, the five-year ESCA review will occur in 2018, but FORA's Long Term Obligations continue to 2037.
4. HCP endowment funding extends beyond 2020.
5. Fort Ord Water Augmentation funding extends beyond 2020.
6. Funding FORA or successor entity operations and office space past 2020; funding FORA retiree/health benefits past 2020.

Overriding all of these considerations is the inescapable nature of the project: The former Fort Ord is a regional asset, not confined to the jurisdictional boundaries of any one municipality or governmental unit. It is easy to forget why FORA was created. It evolved from the parochial views of disparate communities, each of which considered its own concerns in a vacuum. But as has been demonstrated repeatedly in the last 20 years, progress in the development of the former Fort Ord is best achieved when planning and implementation are addressed from a regional perspective. Protection of open space, job creation and economic development, emplacement of transportation infrastructure, allocation of scarce resources, environmental remediation, and priority setting are but a few of the activities that have been undertaken from a regional, as distinguished from a local perch. There will come a time when FORA will have outlived its usefulness. That time is not temporally driven. Rather, it would be wise to examine the functional, financial and performance requirements remaining and end FORA's role when its mission is assured.

Based on the foregoing presentations and discussion, it is recommended that FORA's life, powers, and revenue streams be extended as it is currently structured, for five years, and/or assigning of FORA functions, assets, and responsibilities in a precise, step-wise format (see option 6).

FORA 2020 Sunset and Transition Plan

April 8, 2016
FORA Board Meeting

Steve Endsley, Assistant Executive Officer

FORA Obligations

- **Authority Act** – Planning, Oversight, Recovery, Financing
- **Base Reuse Plan (BRP) California Environmental Quality Act (CEQA) Mitigations**
- **Board-Determined Obligations**
 - FORA-US Army Environmental Services Cooperative Agreement (ESCA)
 - Remaining Base-wide Building Removal (Marina, Seaside)
- **Organizational/Contractual Closure Obligations**

FORA Assets and Revenues

- Land Sales, Property Taxes, FORA Community Facilities District (CFD) Special Tax
- Membership dues, Marina Coast Water District (MCWD) franchise fees, ESCA and other grants

Post-2020 Considerations

- Organizational Responsibilities (CalPERS, CEQA mitigations, etc.)
- Contractual Obligations (ESCA, MCWD, etc.)
- Post-2020 alternatives (single, multiple, mix?)

Transportation/Transit

- Estimated post 2020 expense: \$53 million
- On-site project completion schedule: 2025
- Full completion schedule: 2035

Water Augmentation

- Estimated cost: \$24 million (FORA's required mitigation only)
- \$8 million to be collected by 2020
- Completion schedule: 2018-2035, in phases

Habitat Management Plan/Habitat Conservation Plan (HCP)

- Estimated cost: \$43 million for HCP endowments
- \$30 million to be collected by 2020
- Completion schedule: 2035



BRP CEQA Mitigations

A horizontal timeline diagram with a black bar on the left containing the text 'BRP CEQA Mitigations'. A black arrow points from the right side of this bar to a vertical line on the right. Below the vertical line is the year '2035'.

2035

Board-Determined Obligations



FORA-US Army ESCA

- \$98 million US Army grant.
- Administrative Order on Consent (AOC) termination is tied to performance standards, not a fixed date. Army/Regulators must “approve” FORA’s successor.
- ESCA completion schedule: Regulatory acceptance anticipated in 2019. Army 5-year review in 2017-18, FORA ESCA Obligations continue to 2037.

FORA-US Army ESCA

2037

Remaining Base-wide Building Removal

- \$6-7 million estimated remaining FORA cost financed by Land Sales and rents.
- Marina and Seaside have remaining removal obligation.
- FORA currently designated as Hazardous Waste Generator for World War II contaminated debris.
- Completion schedule: FORA’s building removal financial obligations can be met by 2020. If building removal obligation is altered, it may extend the schedule.

Base-wide Building Removal

2020

Organizational/Contractual Closure Obligations



- FORA-MCWD Water/Waste Water Facilities Agreement
- Fort Ord Water Rights conveyed by U.S. Army
- FORA's Oversight Powers and BRP Compliance
- Miscellaneous Contract Obligations (e.g. MPC, County, and FORA agreement regarding public safety officer training facilities)

FORA Water Rights, Agreements, BRP

end?

- Pollution Legal Liability (PLL) Insurance

PLL Insurance

2025

- FORA Employee Retirement/Health Insurance

Retirement / Health

2020

FORA Assets and Revenues post 2020



- **Land sale and lease proceeds**

- 50-50 FORA/jurisdiction split bringing in \$25 million

- **Property Taxes**

- current Health & Safety Code split bringing in \$2 million/year

- **FORA CFD Special Tax**

- CFD revenues \$78 million

- **Membership Dues**

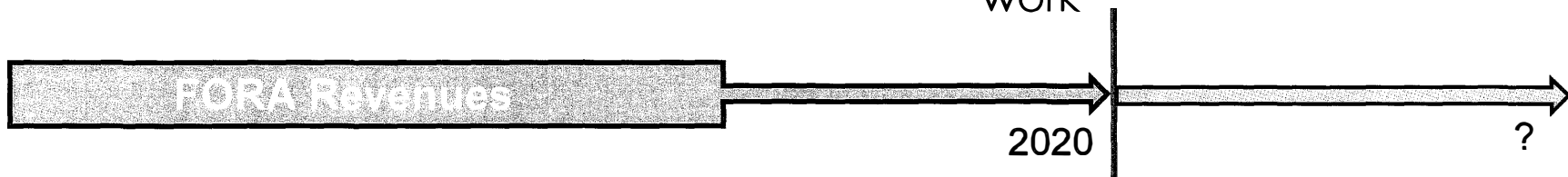
- \$261,000/year to FORA

- **MCWD Revenues**

- Franchise fees \$265,000

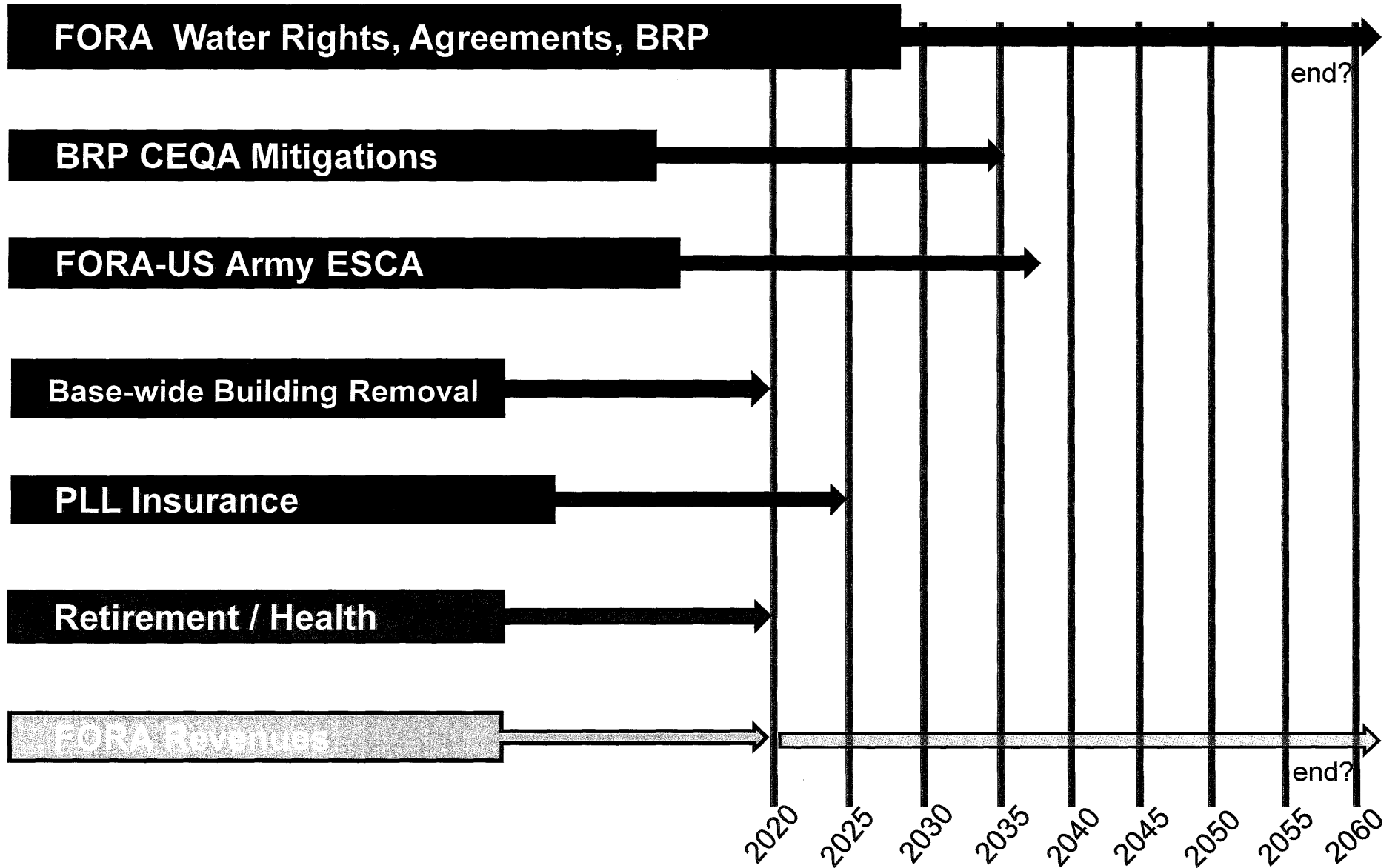
- **ESCA grant funds**

- Of \$98 million granted, \$88 million spent and \$10 million obligated for regulatory reimbursement, FORA Admin., and ARCADIS work



- Extend FORA for a fixed term.
- Assign responsibilities to an existing entity or entities.
- Assign responsibilities to FORA member agencies and regional and state agencies.
- Create a Joint Powers Authority (JPA) or restructure FORA's membership/legislative authority and extend for a fixed term.
- Turn current FORA into a Joint Powers Authority, legislation to transfer selected powers.
- An “a la carte” program with recommendations by function.

Timelines



Decisions and Roles



FORA Board – approves the 2020 Sunset Transition Plan

LAFCO – consults FORA and confirms Board decision

State Legislature – receives report from FORA and approves required legislation

Jurisdictions – review and comment, implement assigned functions, receive pass-through revenues

Other Agencies – review and negotiate assigned functions, negotiate role, receive pass-through revenues

Potential Legislative Actions

1. Draft legislative language to transfer FORA powers and authority to JPA and/or successor agencies.
 - CFD Special Taxes
 - Land sales 50-50 formula
 - Property taxes
 - BRP and RUDG continuity
 - Other contractual authority
2. Draft legislative language to extend FORA for limited time.

Questions?



FORT ORD REUSE AUTHORITY BOARD REPORT

BUSINESS ITEMS

Subject:	Oak Woodland Conservation – Selection of Consultant	
Meeting Date:	April 8, 2016	ACTION
Agenda Number:	6c	

RECOMMENDATION:

Authorize the Fort Ord Reuse Authority (FORA) Executive Officer to negotiate and execute a professional consultant service contract (**Attachment A**) with Dudek and Associates (Dudek) at not-to-exceed \$190,000 to complete a Draft Oak Woodland Conservation Area Map and Draft Oak Woodland Area Management and Monitoring Plan as described in the specific City of Seaside (Seaside) and County of Monterey (County) Base Reuse Plan (BRP) Oak Woodlands Policies and Programs (Biological Resources Policies B-2 and Programs B-2.1 and B-2.2 (**Attachments B and C**)).

BACKGROUND/DISCUSSION:

The BRP requires that Seaside and the County implement an oak woodlands conservation program. Seaside and the County are to respectively designate, manage and monitor conservation of oak woodlands within their jurisdictional property (identified polygons) and coordinate this effort with neighboring jurisdictions.

At its December 14, 2012 meeting, the FORA Board adopted the BRP Reassessment Report. The BRP Reassessment Report noted that Seaside and the County had yet to complete their Category III Oak Woodlands Policies and Programs obligation. Subsequently, FORA Board assigned FORA staff to work with jurisdiction staff to identify and propose a strategy to assist jurisdictions with completion of Category III items.

In October 2014, FORA staff prepared an Administrative Draft Request for Proposals (RFP) to assist Seaside and the County in completing their BRP Oak Woodlands Policies and Programs. On May 8, 2015, the FORA Board adopted the FY 15/16 annual budget that included a line item to address Oak Woodlands Policies and Programs. In June 2015, FORA staff received a special request from the California Department of Veterans Affairs to assist their effort to meet oak woodland mitigation measures for the California Central Coast Veterans Cemetery site.

At the November 13, 2015 FORA Board meeting, FORA staff presented a Consent Agenda report regarding oak woodland conservation planning. A FORA Board majority voted not to receive the staff information report; FORA Board members and the public raised concerns about the oak woodland conservation process.

FORA staff addressed these concerns by incorporating changes into the Administrative Draft RFP that was reviewed at the December 11, 2015 FORA Board meeting. At this meeting, the FORA Board passed a motion to receive the report.

FORA staff revised the Administrative Draft RFP and prepared a comprehensive Scope of Services. The Scope of Services was incorporated into a Draft RFP that also included detailed coordination with neighboring jurisdictions while conducting oak woodland conservation planning. In response to FORA Board comments, FORA staff revised the Draft RFP to specifically list BRP Recreation Policy C-1 and Biological Resources Policy C-2, and Programs C-2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 for context (**Attachment D**).

At the January 8, 2016 meeting, the FORA Board authorized the release of the RFP. FORA staff released the RFP on February 9, 2016 (for a review of the RFP as issued, go to http://fora.org/RFP/RFP_OakWoodlands020916.pdf). Three well-qualified consultant firms submitted proposals by the March 18, 2016 deadline: Denise Duffy & Associates, Dudek, and Environmental Policy Solutions.

Staff reviewed the three consultant firms' proposals and invited the firms to participate in interviews on March 23, 2016. Seaside, County, City of Marina and California State University Monterey (CSUMB) were invited to serve on an interview panel (panel). Representatives from Seaside, County, CSUMB and FORA conducted consultant interviews.

The four-member panel conducted a thorough review of each proposal and cost estimate. Each consultant firm was asked an identical set of questions that involved their technical skills, preparing oak woodland plans, engaging large audience groups and coordinating project-specific needs for three or more jurisdictions. The panel also reviewed the cost estimate for each proposal submitted:

- Denise Duffy & Associates estimated project cost: \$176,578.
- Dudek estimated project cost: \$219,995.
- Environmental Policy Solutions estimated lowest cost: \$375,537.

After a brief discussion, the panel reached consensus that Dudek was the best consultant to complete a Draft Oak Woodland Conservation Area Map and Draft Oak Woodland Area Management and Monitoring Plan.

The panel noted Dudek's extensive experience involving oak woodland management and habitat conservation for County of El Dorado, County of Sacramento, Newhall Land and Farming Company, Tejon Ranch and Rancho Mission Viejo Land Trust. The proposed Dudek Project Manager is Scott Eckardt, a Registered Professional Forester and Certified Arborist with the State of California. Mr. Eckardt is currently heading a Dudek team that is working with the County of El Dorado to update their General Plan, Oak Resources Management Plan, Biological Resource Policies and preparation of an Environmental Impact Report in compliance with the California Environmental Quality Act.

The panel also noted Dudek's strength in conducting public engagement and coordination for various agencies, private companies and community stakeholders. Project team member, Darcey Rosenblatt, successfully performed the public participation component for the high profile Trust for Public Land, Coast Dairies property, in Santa Cruz County.

In the final analysis, the panel discussed Dudek's project team and familiarity with the Monterey Bay region. Several Dudek project team members are based at a new Santa Cruz office with prior planner/consultant project experience in Seaside, County, City of Monterey, University of California, Santa Cruz and former Fort Ord. Other project team members are based at the Auburn/Sacramento office.

For the reasons discussed above, the panel recommended Dudek to complete this work.

FISCAL IMPACT:

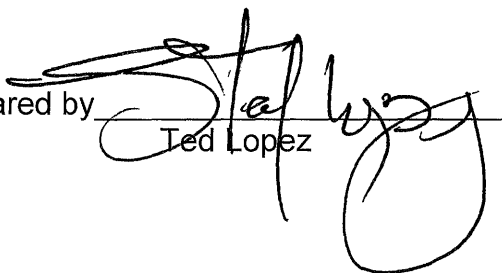
Reviewed by FORA Controller 

Funding for Oak Woodland Conservation Planning and staff time are included in the approved annual budget.

COORDINATION:

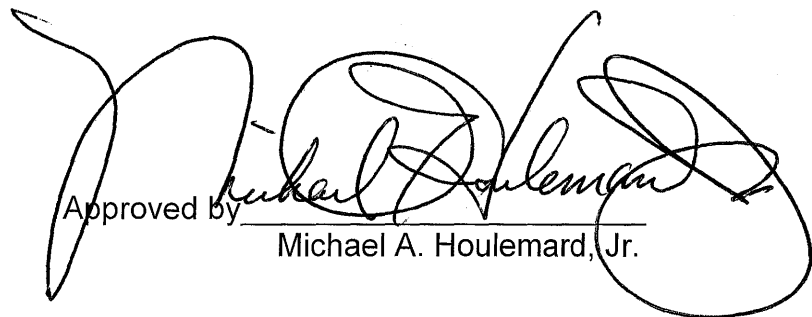
CDVA, Seaside, County, Administrative and Executive Committees.

Prepared by



Ted Lopez

Approved by



Michael A. Houlemard, Jr.

Agreement No. FC-xxxxxxx

This Agreement for Professional Services ("Agreement") is by and between the Fort Ord Reuse Authority (FORA), a public corporation of the State of California and _____ ("CONSULTANT").

The parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide FORA with services as described in Scope of Services, (referred to and attached as Exhibit A). Such services will be at the direction of the Fort Ord Reuse Authority Board of Directors and/or the FORA's Executive Officer.

2. **TERMS.** CONSULTANT shall commence work under this Agreement on _____ and will diligently perform the work under this Agreement until _____ or until the work as described in

Exhibit A has been completed to the satisfaction of FORA, whichever comes first. The term of the Agreement may be extended only by a writing signed on behalf of both FORA and CONSULTANT.

3. **COMPENSATION AND OUT-OF-POCKET EXPENSES.** The overall maximum amount of compensation to CONSULTANT the full term of this Agreement shall not exceed _____, including out-of-pocket expenses. FORA shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit A, under the heading _____.

4. **FACILITIES AND EQUIPMENT.** CONSULTANT is not required to use FORA facilities or equipment for performing professional services. At the Executive Officer's request, CONSULTANT shall arrange to be physically present at FORA facilities to provide professional services at least during those days and hours that are mutually agreed upon by the parties to enable the delivery of the services described in Exhibit A.

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

6. **EXHIBITS.** All exhibits referred to herein as attached hereto are by this reference incorporated herein.

IN WITNESS WHEREOF, FORA and CONSULTANT execute this Agreement on _____, 2016.

Fort Ord Reuse Authority

CONSULTANT

By: _____
Michael A. Houlemard, Jr.
Executive Officer

By _____
Consultant Signature
Title

Approved as to form:

Jon R. Giffen, Authority Counsel

EXHIBIT A

Scope of Services



1 Approach to Scope of Work

Task 1: Background Data Collection and Context

Dudek proposes to initiate the project with a kickoff meeting that would include key Dudek project team members and FORA staff. The intent of the meeting will be to discuss scope of work details, roles and responsibilities, FORA's goals for the project, and reporting and communication procedures. The kickoff meeting will also serve as a data acquisition meeting. We will provide an agenda prior to the meeting, and will submit summary minutes following the meeting.

Following the kickoff meeting, Dudek will collect available data from FORA, the Seaside, the County, the CDVA, and other sources identified during the kickoff meeting. Dudek anticipates that FORA will provide all available data from the 1997 BRP, the 1997 BRP Final Program Environmental Impact Report (EIR), and the 1997 Installation Wide Multispecies Habitat Management Plan, including all available GIS data and development project-specific information currently available. Dudek also assumes that FORA will identify necessary data sources that will be contacted in support of the project.

Once relevant project data is obtained and reviewed, Dudek will evaluate its applicability toward accomplishing the 1997 BRP, Biological Resources Policy B-2 and Programs B-2.1 and B-2.2 pertaining to Seaside and the County. Dudek will also consider the additional oak woodland and tree protection policies and programs identified in the BRP, specifically, Recreation Policy C-1, Biological Resources Policy C-2 and Biological Resources Programs C-2.1–2.6.

Dudek will also prepare a brief background/data report summarizing our research and data analysis. The background/data report will inform preparation of the Draft Area Map and Draft Management Plan. Dudek assumes that FORA staff will review and comment on the background/data report, and Dudek will complete one (1) round of revisions to address FORA staff comments.

Deliverables:

- One (1) kickoff meeting to be held at FORA and attended by key Dudek team members, including meeting agenda and summary minutes
- One (1) background/data report in PDF format summarizing Dudek's research and data collection/review to be provided to FORA at the completion of Task 1

Task 2: Public Participation Process

To effectively plan the public participation process and solicit public input for this project, Dudek will develop a public participation plan to outline a process to solicit public comment regarding oak woodland conservation. The plan will organize the meeting schedule identified for the project, with the understanding that these meetings will foster active discussion from a number of stakeholders. To that end, our proposed kickoff agenda will include a discussion to define key audiences and primary public concerns. We recognize that outreach strategies must coordinate closely with Seaside and County representatives to gather useful feedback that will help each jurisdiction in their decision making process.

An important goal of outreach when focused on issues such as oak woodland management efforts is helping all stakeholders understand the science well enough to make useful comments. Gauging information needs from key public audiences and addressing needs early in the process will facilitate a level playing field among all stakeholder groups. We understand that it is important to reach the average citizen who may only be getting information from inaccurate sources and who may not be able to attend meetings. The participation plan will describe education materials (handouts, short issue papers, maps) that will educate and can be used by stakeholder representatives (those who attend meetings) to spread information in their respective communities.

The participation plan will identify the intent of each meeting, and will identify the order in which meetings will occur. The plan will also identify any unique tools (e.g., web-based surveys, media, and social media outlets), that can be implemented to solicit public comment regarding oak woodland conservation. The plan will include approaches for all six public meetings requested in the RFP and also provide strategies for all presentations described in the RFP (CDVA meetings, City Councils, Board of Supervisors and citizen advisory commissions). Dudek's public workshop facilitator, Darcey Rosenblatt, will lead preparation of the public participation plan.

Dudek will develop and conduct the following as the first step of the public participation plan:

- Two (2) community project initiation meetings to inform stakeholders about the project and gather initial input. Although both meetings will be open public meetings, it is likely one meeting will be focused on Seaside stakeholders and one on County stakeholders

Following preparation of the Draft Area Map (Task 6) and the Draft Management Plan (Task 7), Dudek will develop and conduct the following meetings:

- Two (2) workshops to review the draft map and plan. The workshops to present the draft map and plan will be designed as informal, educational sessions encouraging stakeholders to provide feedback on the draft map and plan. One meeting will be focused on Seaside stakeholders and one on County stakeholders
- Two (2) open house presentations to present the draft map and plan. Using feedback gathered at the previous workshops and from the review of local agencies and advisory groups (Seaside, Marina, California State University Monterey Bay (CSUMB), the County, CDVA and others), the map and plan will be revised (in Tasks 5–8) and presented to stakeholders in an open house format. Although both meetings will be public, one meeting will be focused on Seaside stakeholders and one on County stakeholders

Dudek's public participation expert, Darcey Rosenblatt, will facilitate and conduct the community project initiation meetings, workshop meetings and open house meetings. Dudek's forester/arborist, Scott Eckardt, will participate in the community project initiation meetings, workshop meetings, and open house meetings. Where feasible, Dudek will work with FORA to coordinate presentations/meetings so that they occur on the same or consecutive days to minimize project costs.

Deliverables:

- Public participation plan, to be submitted to FORA
- Six (6) meetings, including:
 - Two (2) community initiation meetings, including one (1) for Seaside and one (1) for the County
 - Two (2) workshop meetings, including one (1) for Seaside and one (1) for the County
 - Two (2) open house meetings, including one (1) for Seaside and one (1) for the County

Task 3: Agency Presentation Process

Dudek will present the Draft Area Map and Draft Management Plan to Seaside and the County decision-making bodies and citizen advisory committees. This will include two presentations to Seaside—one delivered to the City Council and one to a citizen advisory commission selected by Seaside; and two presentations to the County—one to the Board of Supervisors and one to a citizen advisory commission selected by the County.

Where feasible, Dudek will work with FORA to coordinate presentations/meetings so that they occur on the same day or consecutive days to minimize project costs.

Deliverables:

- Four (4) meetings, including:
 - Two (2) Seaside agency presentations, including one (1) to the Seaside City Council and one (1) to the Seaside citizen advisory commission
 - Two (2) County agency presentations, including one (1) to the Monterey County Board of Supervisors and one (1) to the Monterey County citizen advisory commission
- Electronic (PDF) copies of the Draft Area Map and Draft Management Plan will be provided to FORA for distribution to other interested parties (e.g., Marina, CSUMB)

Task 4: Marina Participation Process

Dudek will present the Draft Area Map and Draft Management Plan to Marina and their designated citizen advisory committees. This will include two presentations—one delivered to the Marina City Council and one to a citizen advisory commission selected by Marina. The presentations will be informative in nature with the intent of educating Marina on the oak woodland conservation planning project being conducted by FORA. Where feasible, Dudek will work with FORA to coordinate presentations/meetings so that they occur on the same day or consecutive days to minimize project costs.

Deliverables:

- A total of two (2) Marina agency presentations, including one (1) to the Marina City Council and one (1) to the Marina citizen advisory commission

Task 5: CDVA – FORA Assistance

Dudek will also prepare an oak woodlands conservation mitigation strategy for the CDVA Veterans Cemetery project. Dudek will work with FORA and CDVA staff to identify 3–4 mitigation options for this project. To complete this task, Dudek will perform the following:

- Review cemetery project materials, including site plans, pre-construction photographs, maps, project mitigation requirements, and relevant technical documents (e.g., biological resources assessment).
- Conduct an initial meeting with CDVA representatives to discuss the project, oak woodland impacts, and any constraints to potential oak woodland mitigation. If applicable, the meeting may take place at the cemetery project site.
- Conduct a site assessment to document on-site mitigation opportunities. Dudek anticipates that the site visit will occur the same day as the meeting with CDVA representatives.

- Develop 3–4 potential oak woodland impact mitigation options and summarize the options in a brief memorandum for submittal to CDVA. Mitigation options will be based on site conditions, and may include replacement planting, woodland enhancement/restoration, and/or conservation. The site evaluation will inform the viability of replacement planting or woodland enhancement/restoration as a mitigation option.
- Prepare a Draft CDVA – Oak Tree Mitigation and Strategy Report based on feedback from CDVA on the mitigation options memorandum. The report will quantify oak woodland impacts (based on existing project data review), identify 3–4 options for mitigating oak woodland impacts, and outline a framework for implementing, monitoring, and documenting the mitigation effort. The report will not include detailed planting plans or construction drawings.
- Conduct a second meeting to present the Draft CDVA – Oak Tree Mitigation and Strategy Report to CDVA staff in order to solicit feedback.
- Revise the Draft CDVA – Oak Tree Mitigation and Strategy Report and prepare one (1) Final CDVA – Oak Tree Mitigation and Strategy Report.

Deliverables:

- One (1) initial meeting with CDVA representatives
- One (1) summary memorandum prepared for CDVA outlining 3–4 mitigation options for impacts to oak woodlands associated with the Veterans Cemetery project
- One (1) version of the Draft CDVA – Oak Tree Mitigation and Strategy report
- One (1) meeting to present the Draft CDVA - Oak Tree Mitigation and Strategy Report to CDVA to gather feedback
- One (1) version of the Final CDVA – Oak Tree and Mitigation Strategy Report

Task 6: Draft Oak Woodland Conservation Area Map

Using GIS data collected and analyzed during Task 1, Dudek will prepare an Oak Woodland Conservation Area Map. The intent of the map will be to graphically depict oak woodland conservation areas in Seaside and County jurisdictions that would function as conservation areas outside of areas designated for development, as described in Policy B-2. The map will depict the extent of oak woodlands on the former Fort Ord along with relevant jurisdictional boundaries (Seaside, County), development areas, and oak woodland conservation areas, and will serve as a discussion tool during public and stakeholder meetings.

Given the age of the oak woodland data (approximately 20 years old), Dudek proposes to conduct an analysis of the data in GIS coupled with limited ground truthing. Specifically, Dudek proposes to compare oak woodland polygons in the study area with current aerial imagery or other remotely sensed products. Dudek then proposes to evaluate key areas in the field to verify oak woodland boundaries and refine the GIS analysis. Once limited field assessments are complete, the oak woodland polygon data will be updated.

Dudek assumes that all GIS data to be included in the Oak Woodland Conservation Area Map (including the original oak woodland coverage data) will be made available from project stakeholders, and that no data other than the oak woodland data will need to be created or edited.

Dudek proposes to utilize a digital map format in lieu of hard copy paper maps for this task. Specifically, Dudek GIS specialists will create a web-based map that can be accessed by stakeholders and the public in order to more easily and seamlessly share oak woodland resource mapping information. Dudek will submit one draft of the Area Map to FORA for review and comment and will make revisions based on comments and provide one Final Area Map to FORA. The map can be exported to PDF format for inclusion in Draft and Final Plans. Dudek will also share relevant oak woodland planning information and data with Marina.

Deliverables:

- One (1) version of the Draft Area Map submitted to FORA
- One (1) version of the Final Area Map submitted to FORA

Task 7: Draft Oak Woodland Area Management and Monitoring Plan

Dudek will utilize the Final Area Map and input gathered from the public participation process to prepare Draft Management Plans – one for the Seaside and one for the County. The plans will focus on the oak woodland conservation areas identified in the Final Area Map. The intent of the Plans will be to outline management recommendations and monitoring requirements with the goal of maintaining oak woodland habitat values. The plans will incorporate an adaptive management framework that will allow flexibility in management activities, based on monitoring observations.

Monitoring will function as a critical feedback mechanism for identifying alterations to management activities, which may include modifications or changes to management techniques. For example, observed increases in unauthorized access resulting in damage to conservation areas may warrant additional preventative measures (fencing, signage) or increased monitoring/patrol efforts. The monitoring standards identified in the plans will be intended to conform to the habitat management compliance monitoring protocol specified in the Habitat Management Plan Implementing/Management Agreement. At a minimum, the plans will address access control, erosion control, non-native/invasive species management, and best management practices; and will specify and include coordination of management measures with the Fort Ord Coordinated Resource Management Planning team (CRMP). Depending on stakeholder and public feedback, the plans may also address allowable uses, allowable management tools/techniques, post-damage recovery (e.g., wildfire), restoration, and preventative actions intended to preserve habitat values (e.g., pest infestations). Finally, the plans will include a requirement for annual monitoring report submittal to the Fort Ord CRMP.

Deliverables

- One (1) Draft Oak Woodland Area Management and Monitoring Plan for Seaside. Dudek will provide one compiled PDF (electronic) copy of the Draft Management Plan to FORA
- One (1) Draft Oak Woodland Area Management and Monitoring Plan for the County. Dudek will provide one compiled PDF (electronic) copy of the Draft Management Plan to FORA
- One (1) presentation of the Draft Oak Woodland Area Management Plans to the Fort Ord CRMP to obtain feedback on the Draft Management Plans

Task 8: Environmental Documents Review and Analysis

Dudek will work with Remy Moose Manley (RMM) to review and evaluate available environmental documents that pertain to oak woodland preservation, conservation, and management, as well as adopted plans and policies addressing those topics, as previously prepared by Seaside, the County, FORA, Marina, CDVA, and other jurisdictions. In doing so, Dudek and RMM will consider whether any of the streamlining devices available under CEQA (e.g., tiering, reliance on program EIRs, etc.) will allow the proposed Oak Woodland Area Management Plans to proceed without additional project-level environmental review. If Dudek and RMM conclude that there is no legally defensible way to avoid some amount of project-level analysis, they will recommend what they consider to be the most cost-effective legally defensible approach for minimizing the extent and scope of such project-level analysis. This analysis, as well as an overall recommendation, will be set forth in a legal opinion prepared by RMM with input from Dudek.

Deliverables:

- One (1) memorandum summarizing Dudek's and Remy Moose Manley, LLP's key findings from relevant prior environmental documents and recommending a CEQA compliance approach for Seaside and the County. One (1) draft and one (1) final copy of the memo will be provided, allowing for one (1) revision cycle with FORA staff

Task 9: Revised Oak Woodland Area Management and Monitoring Plan

Based on feedback received from the Fort Ord CRMP, Dudek will prepare two Final Draft Management Plans (one for Seaside, one for the County). The Final Draft Management Plans will be provided to FORA to be circulated to solicit public feedback. Dudek anticipates that FORA will manage distribution of the final draft plans to key interested parties. The Final Draft Management Plans will be presented to the public, Seaside, and the County, as outlined in Tasks 2 and 3 (Four (4) total meetings).

Deliverables:

- One (1) Final Draft Oak Woodland Area Management and Monitoring Plan for Seaside. Dudek will provide one compiled PDF (electronic) copy of the Final Draft Management Plan to FORA
- One (1) Final Draft Oak Woodland Area Management and Monitoring Plan for the County. Dudek will provide one compiled PDF (electronic) copy of the Final Draft Management Plan to FORA
- As needed, Dudek will conduct up to four (4) additional presentation meetings, as requested by FORA

Task 10: Final Oak Woodland Area Management and Monitoring Plan

Based on feedback received from the public, Seaside, and the County during presentation meetings (Tasks 2 and 3), Dudek will prepare two (2) Final Oak Woodland Area Management and Monitoring Plans (one for the Seaside, one for the County). The Final Oak Woodland Area Management and Monitoring Plans will be provided to FORA. The final plans will incorporate received comments, as applicable, as well as a copy of the oak woodland conservation map.

Deliverables:

- One (1) Final Oak Woodland Area Management and Monitoring Plan for Seaside. Dudek will provide one compiled PDF (electronic) copy of the Final Management Plan to FORA
- One (1) Final Oak Woodland Area Management and Monitoring Plan for the County. Dudek will provide one compiled PDF (electronic) copy of the Final Management Plan to FORA

Task 11: Mutual Responsibilities Related to Scope of Services

Dudek understands that this project will require close coordination and cooperation between the FORA, Seaside, County, and CDVA staffs. As outlined in the project's RFP, the following mutual responsibilities are assumed:

- Dudek will provide a project manager that will serve as the primary point of contact for the project;
- FORA will provide a project manager that will serve as the primary point of contact for the project;
- FORA staff will attend and participate in project meetings, as appropriate;
- FORA staff will support Dudek's public engagement throughout the project and solicit the attendance of third parties whose participation FORA deems important;
- FORA will make every effort to ensure the attendance of elected officials, committee members, and stakeholders as appropriate at key meetings and presentations;
- FORA will provide appropriate meeting facilities/rooms for all public engagement meetings, workshops, presentations, and studio workspace, including securing the space; and
- Dudek will provide one-page monthly project status reports to the FORA project manager.

2 Project Schedule

Dudek anticipates the following schedule (**Table 1**) for completion of this scope of work.

TABLE 1. PROJECTED SCHEDULE

Task	Months							
Task	1	2	3	4	5	6	7	8
1. Data Collection/Context								
2. Public Participation								
3. Agency Presentations								
4. Marina Participation								
5. CDVA Assistance								
6. Draft Oak Woodland Map								
7. Draft Management/Monitoring Plan								
8. Environmental Document Review								
9. Revised Draft Management/Monitoring Plan								
10. Final Management/Monitoring Plan								
11. Project Management (ongoing)								

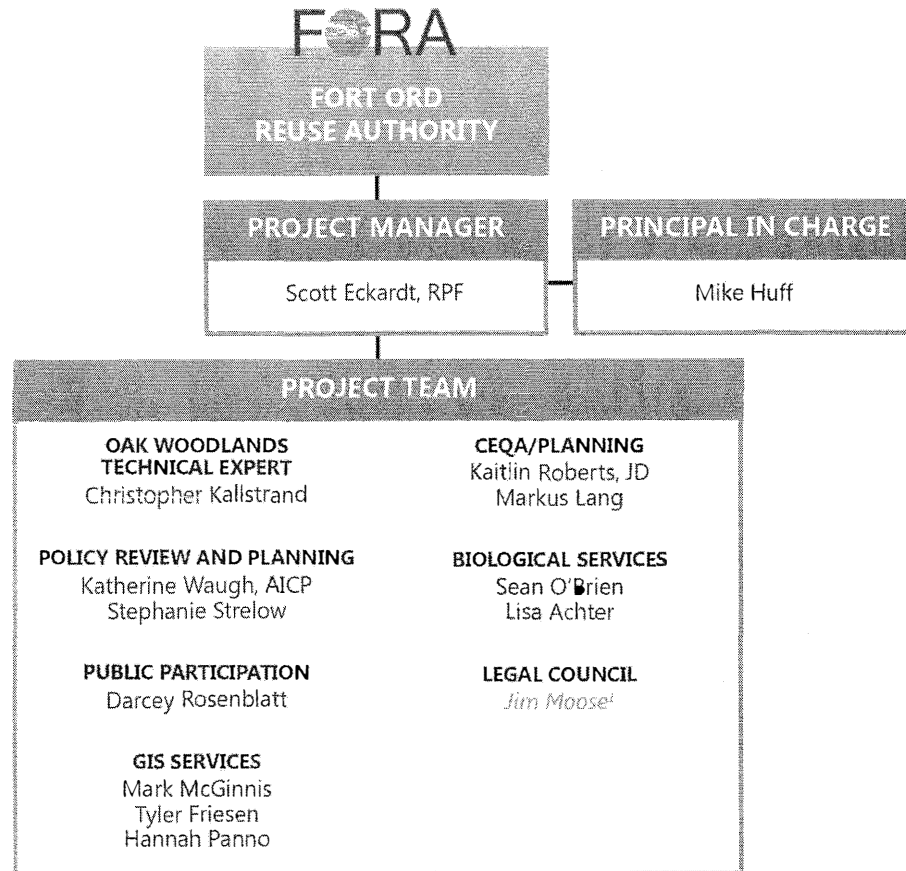
DRAFT

4 Project Team

Each of our team members has extensive experience in their field. Our staff are adept at efficiently preparing resource studies and providing recommendations for appropriate and effective resource management. We have compiled a team of in-house experts that will expertly cover all of FORA's needs.

Figure 1 outlines our team's organization structure. Key team member qualifications are summarized following, and **Table 3** identifies additional staff roles and credentials.

FIGURE 1. DUDEK TEAM ORGANIZATION



† Remy Moose Manley, LLP

EXHIBIT B

1. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent consultant and shall not be an employee of FORA.
2. TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for performance of CONSULTANT'S obligations pursuant to and in accordance with this Agreement. CONSULTANT shall adhere to the Work Tasks shown in Exhibit A.
3. INSURANCE. CONSULTANT shall maintain motor vehicle insurance covering all motor vehicles (including owned and non-owned) used in providing services under this Agreement, with a combined single limit of not less than \$100,000/\$300,000.
4. CONSULTANT NO AGENT. Except as FORA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of FORA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind FORA to any obligation whatsoever.
5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement without the prior written consent of the other party. Any attempted or purported assignment without such consent of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that FORA, in its sole discretion, at any time during the term of this Agreement, provides written request for the removal of any person or persons assigned by CONSULTANT, CONSULTANT shall remove any such person immediately upon receiving such request.
7. STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products and services of whatsoever nature, which CONSULTANT delivers to FORA pursuant to this Agreement, shall be prepared in a thorough and professional manner, conforming to standards of quality normally observed by a person practicing in CONSULTANT'S profession. FORA shall be the sole judge as to whether the product or services of the CONSULTANT are performed in accordance to this Agreement, but shall not unreasonably withhold its approval.
8. CANCELLATION OF AGREEMENT. Either party may cancel this Agreement at any time for its convenience, upon written notification. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of such notice, but shall not be entitled to any further compensation for work performed after the date of receipt of written notice to cease work.
9. PRODUCTS OF CONTRACTING. All completed work products of the CONSULTANT, once accepted, shall be the property of FORA. CONSULTANT shall have the right to use the data and products for research and academic purposes.

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

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

FORA shall indemnify and hold harmless CONSULTANT, its employees and sub-consultants, from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct or grossly negligent acts, errors or omissions by FORA or any person directly or indirectly employed by or acting as agent for FORA in the performance of this Agreement, excluding the concurrent or successive negligence of CONSULTANT, its officers, agents, employees or sub-consultants.

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

12. CONSULTANT - NOT PUBLIC OFFICIAL. CONSULTANT possesses no authority with respect to any FORA decision beyond the rendition of information, advice, recommendation or counsel.

13. FORCE MAJEURE. In no event shall either CONSULTANT or FORA have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of either party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; labor dispute or shortage; national emergency; insurrection; riot; or war

Firebreaks should be designed to protect structures in Polygon 31b from potential wildfires in Polygon 31a. Barriers should be designed to prohibit unauthorized access into Polygon 31a. [Topic III-85]

Responsible Agency: Del Rey Oaks

Status – Del Rey Oaks: Deed restrictions require implementation and compliance with HMP habitat management requirements. MOA and HMP Implementing/Management Agreement with FORA also requires compliance with HMP requirements. To date, no development adjacent to habitat areas is approved.

Biological Resources Policy B-2: As site-specific development plans for a portion of the Reconfigured POM Annex Community (Polygon 20c) and the Community Park in the University Planning Area (Polygon 18) are formulated, the City shall coordinate with Monterey County, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south of the landfill polygon (8a) in the north.

Program B-2.1: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall ensure that those areas are managed to maintain or enhance habitat values existing at the time of base closure so that suitable habitat is available for the range of sensitive species known or expected to use these oak woodland environments. Management measures shall include, but not limited to maintenance of a large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-86]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated. Planning for Polygon 20c recently commenced with the City's processing of the Monterey Downs, Monterey Horse Park, and Veterans' Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the City that are components of the designated oak woodland conservation area, the City shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-87]

Responsible Agency: Seaside

Status – Seaside: An oak woodland conservation area has not been designated, therefore, no monitoring has occurred.

Biological Resources Policy B-2: As site-specific planning proceeds for Polygons 8a, 16, 17a, 19a, 21a, and 21b, the County shall coordinate with the Cities of Seaside and Marina, California State University, FORA and other interested entities in the designation of an oak woodland conservation area connecting the open space lands of the habitat management areas on the south, the oak woodland corridor in Polygons 17b and 11a on the east, and the oak woodlands surrounding the former Fort Ord landfill in Polygon 8a on the north. Oak woodlands areas are depicted in Figure 4.4-1

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Category III

large, contiguous block of oak woodland habitat, access control, erosion control and non-native species eradication. Specific management measures should be coordinated through the CRMP. [Topic III-88]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA). Planning for this area is being conducted by the City of Seaside on behalf of Monterey County, as the City processes the application for the Monterey Downs, Monterey Horse Park, and Veterans' Cemetery projects.

Program B-2.2: For lands within the jurisdictional limits of the County that are components of the designated oak woodland conservation area, the County shall monitor, or cause to be monitored, those areas in conformance with the habitat management compliance monitoring protocol specified in the HMP Implementing/Management Agreement and shall submit annual monitoring reports to the CRMP. [Topic III-89]

Responsible Agency: County

Status – Monterey County: An oak woodland conservation area has not been designated. HMP habitat/development designations were revised for some of these polygons as part of the East Garrison/Parker Flats Land Swap Agreement (LSA).

Biological Resources Policy C-2: The [jurisdiction] shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a

certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed. [Topic III-90]

Responsible Agency: Seaside

Status – Seaside: The City's tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Program C-2.2: [Marina] **Program C-2.5** [Seaside] **Program C-2.4** [County] Where development incorporates oak woodland elements into the design, the [jurisdiction] shall provide the following standards for plantings that may occur under oak trees; 1) planting may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oaks Foundation (see Compatible Plants Under and Around Oaks). [Topic III-91]

Responsible Agencies: Marina, Seaside, County

Status – Marina: The City's tree ordinance, Chapter 17.51 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Seaside: The City's tree ordinance, Chapter 8.54 of the municipal code, does not specifically address oak trees or oak woodland.

Status – Monterey County: The County's tree ordinance, Chapter 16.60 of the County code, restricts the removal of oak trees. Replacement planting standards are not included in the code.

Biological Resources Policy D-2: The [jurisdiction] shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and

Program B-1.2: The City of Seaside shall require that all development within the Regional Retail and Golf Course Housing Districts incorporate land-scape buffers adequate to visual intrusion into the State Highway 1 Scenic Corridor.

Recreation Policy B-2: The City of Seaside shall establish landscape gateways into the former Fort Ord along major transportation corridors to establish a regional landscape character.

Objective C: Promote the goals of the Habitat Management Plan through the sensitive siting and integration of recreation areas which enhance the natural community.

Recreation Policy C-1: The City of Seaside shall establish an oak tree protection program to ensure conservation of existing coastal live oak wood lands in large corridors within a comprehensive open space system. Locate local and regional trails within this system.

Objective D: Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards.

Recreation Policy D-1: The City of Seaside shall designate and locate park facilities to adequately serve the current and projected population of Seaside within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

Recreation Policy D-2: The City of Seaside shall develop active parkland within the former Fort Ord within the 2015 time frame which reflects the adopted City of Seaside standard of 2 acres of neighborhood parkland and 1 acre of community parkland per 1,000 population.

Recreation Policy D-3: The City of Seaside shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

Recreation Policy D-4: The City of Seaside shall develop a plan for adequate and long-term maintenance for every public park prior to construction.

Objective E: Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings.

Recreation Policy E-1: Seaside shall identify an appropriate amount of commercial recreation opportunity sites in compatible settings to ensure that these recreation opportunities are realized. These uses will be considered compatible land uses where identified.

Program E-1.1: The City of Seaside shall designate the existing golf course as a recreation opportunity site, and to be operated as a commercial venture.

Objective F: Create a unified system of hiker/biker and equestrian trails which links all sectors of the former Fort Ord and encourages alternative means of transportation.

Recreation Policy F-1: The City of Seaside shall reserve sufficient space within key transportation arterials to accommodate paths for alternative means of transportation.



Program B-3.2: The City should incorporate wetland features into stormwater control facilities to the extent practicable.

Objective C: Avoid or minimize disturbance to natural land features and habitats through sensitive planning, siting and design as new development is proposed in undeveloped lands.

Biological Resources Policy C-1: The City shall encourage that grading for projects in undeveloped lands be planned to complement surrounding topography and minimize habitat disturbance.

Program C-1.1: The City shall encourage the use of landform grading techniques for 1) projects involving major changes to the existing topography, 2) large projects with several alternative lot and roadway design possibilities, 3) projects with known geological problem areas, or 4) projects with potential drainage problems requiring diverters, dissipaters, debris basins, etc.

Biological Resources Policy C-2: The City shall encourage the preservation and enhancement of oak woodland elements in the natural and built environments. Refer to Figure 4.4-1 for general location of oak woodlands in the former Fort Ord.

Program C-2.1: The City shall adopt an ordinance specifically addressing the preservation of oak trees. At a minimum, this ordinance shall include restrictions for the removal of oaks of a certain size, requirements for obtaining permits for removing oaks of the size defined, and specifications for relocation or replacement of oaks removed.

Program C-2.2: When reviewing project plans for developments within oak woodlands, the City shall cluster development wherever possible so that contiguous stands of oak trees can be maintained in the non-developed natural land areas.

Program C-2.3: The City shall require project applicants to submit a plot plan of the proposed development which: 1) clearly shows all existing trees (noting location, species, age, health, and diameter; 2) notes whether existing trees will be retained, removed or relocated, and 3) notes the size, species, and location of any proposed replacement trees.

Program C-2.4: The City shall require the use of oaks and other native plant species for project landscaping. To that end, the City shall recommend collection and propagation of acorns and other plant material from Fort Ord oak woodlands to be used for restoration areas or as landscape material.

Program C-2.5: The City shall provide the following standards for plantings that may occur under oak trees; 1) plantings may occur within the dripline of mature trees, but only at a distance of five feet from the trunk and 2) plantings under and around oaks should be selected from the list of approved species compiled by the California Oak Foundation (see Compatible Plants Under and Around Oaks).

Program C-2.6: The City shall require that paving within the dripline of preserved oak trees be avoided wherever possible. To minimize paving impacts,



the surfaces around tree trunks should be mulched, paving materials should be used that are permeable to water, aeration vents should be installed in impervious pavement, and root zone excavation should be avoided.

Biological Resources Policy C-3: Lighting of outdoor areas shall be minimized and carefully controlled to maintain habitat quality for wildlife in undeveloped natural lands. Street lighting shall be as unobtrusive as practicable and shall be consistent in intensity throughout development areas adjacent to undeveloped natural lands.

Program C-3.1: The City shall review lighting and landscape plans for all developments adjacent to undeveloped natural lands to ensure consistency with Policy C-3.

Objective D: Promote awareness and education concerning the biological resources on the former Fort Ord.

Biological Resources Policy D-1: The City shall require project applicants to implement a contractor education program that instructs construction workers on the sensitivity of biological resources in the vicinity and provides specifics for certain species that may be recovered and relocated from particular development areas.

Program D-1.1: The City shall participate in the preparation of a contractor education program with other Fort Ord land use jurisdictions. The education program should describe the sensitivity of biological resources, provide guidelines for protection of special status biological resources during ground disturbing activities at the former Fort Ord, and outline penalties and enforcement actions for take of listed species under Section 9 of the Endangered Species Act and Section 2080 of the Fish and Game Code.

Program D-1.2: The City shall provide project applicants specific information on the protocol for recovery and relocation of particular species that may be encountered during construction activities.

Biological Resources Policy D-2: The City shall encourage and participate in the preparation of educational materials through various media sources which describe the biological resources on the former Fort Ord, discuss the importance of the HMP and emphasize the need to maintain and manage the biological resources to maintain the uniqueness and biodiversity of the former Fort Ord.

Program D-2.1: The City shall develop interpretive signs for placement in habitat management areas. These signs shall describe resources present, how they are important to the former Fort Ord, and ways in which these resources are or can be protected.

Program D-2.2: The City shall coordinate production of educational materials through the CRMP process.

Program D-2.3: Where development will be adjacent to habitat management areas, corridors, oak woodlands, or other reserved open space, the City shall

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Habitat Conservation Plan Update

Meeting Date: April 8, 2016

Agenda Number: 8a

INFORMATION

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

Item 10b from January 8, 2016 included additional background on this item and is available at the following website: <http://www.fora.org/Board/2016/Agenda/010816BrdAgenda.pdf>

For more than 19 years, the Fort Ord Reuse Authority (FORA) has worked towards completing a Fort Ord HCP that will satisfy U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) criteria for issuing federal and state Incidental Take Permits. Factors delaying progress, such as additional species in the plan area becoming listed as endangered, regulation changes, wildlife agency staff changes, and changes to species impact analyses, have all been addressed with the exception of one factor: USFWS's solicitor review of the Administrative Draft HCP and Environmental Impact Statement/ Environmental Impact Report (EIS/EIR). In February, FORA representatives traveled to Washington, D.C. During the trip, Executive Officer Michael Houlemard, Jr. spoke with a Department of Interior Headquarters representative concerning this remaining hurdle to circulating the Public Review Draft HCP and its Draft EIS/EIR. USFWS local and regional office staff are working with their solicitor to address concerns and are providing progress updates. FORA staff expect to receive remaining USFWS comments in short order and complete the Public Draft HCP and its accompanying EIS/EIR, but have concerns about the internal delays at the USFWS.

FISCAL IMPACT:

Reviewed by FORA Controller 

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

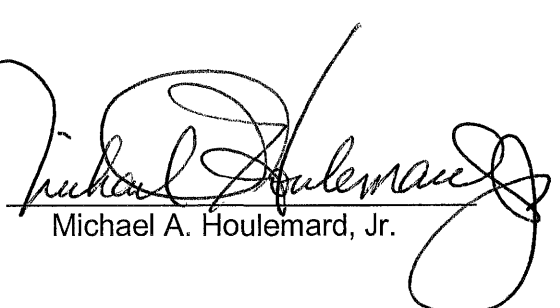
COORDINATION:

Authority Counsel, Administrative and Executive Committees, land use jurisdictions, CDFW, USFWS, HCP consultants.

Prepared by


Jonathan Brinkmann

Approved by


Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Administrative Committee

Meeting Date: April 8, 2016
Agenda Number: 8b

INFORMATION

RECOMMENDATION:

Receive a report from the Administrative Committee.

BACKGROUND/DISCUSSION:


The Administrative Committee met on March 16, 2016. The approved minutes from this meeting are attached (**Attachment A**).

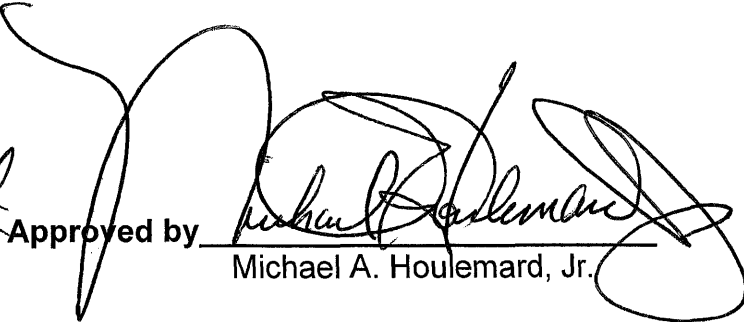
FISCAL IMPACT:

Reviewed by the FORA Controller 
Staff time for the Administrative Committee is included in the approved annual budget.

COORDINATION:

Administrative Committee

Prepared by 
Maria Buell

Approved by 
Michael A. Houlemard, Jr.



FORT ORD REUSE AUTHORITY
ADMINISTRATIVE COMMITTEE REGULAR MEETING MINUTES
8:30 a.m., Wednesday, March 16, 2016 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER

Chair Dawson called the meeting to order at 8:30 a.m. The following were present:

**voting members, AR = arrived after call to order*

- | | | |
|--|---------------------------------|-----------------------|
| Craig Malin, City of Seaside* | Lyle Shurtleff, BRAC | <u>FORA Staff:</u> |
| Melanie Beretti, Monterey County* AR | Wendy Elliott, MCP | Michael Houlemard Jr. |
| Elizabeth Caraker, City of Monterey*AR | Tim O’Halbran, City of Seaside | Steve Endsley |
| Anya Spear, CSUMB | Patrick Breen, MCWD | Jonathan Brinkmann |
| Chris Placco, CSUMB | Kathleen Lee, Sup. Potter | Robert Norris |
| Steve Matarazzo, UCSC | Andy Sterbenz, Schaat & Wheeler | Ted Lopez |
| Todd Muck, TAMC | Brian Boudreau, Monterey Downs | Peter Said |
| Lisa Reinheimer, MST | Don Hoffer, Shea Homes | Maria Buell |
| Gage Dayton- UCSC Nat. Reserves | Bob Shaffer | |
| Vicki Nakamura, MPC | | |

Absent: Layne Long, City of Marina

2. PLEDGE OF ALLEGIANCE

Pledge of allegiance was led by Steve Matarazzo

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

None.

4. PUBLIC COMMENT PERIOD

There was no public comment.

5. APPROVAL OF MEETING MINUTES

a. March 2, 2016 Administrative Committee Minutes

MOTION: Craig Malin moved, seconded by Elizabeth Caraker to approve the March 2, 2016 Administrative Committee minutes as presented with minor revisions requested on Item 8a.

MOTION PASSED UNANIMOUSLY

There was no public comment.

6. FOLLOW-UP MARCH 7 and MARCH 11, 2016 BOARD MEETINGS

a. Economic & Planning Systems, Inc. (EPS) Contract Amendment #10 for Biennial Formulaic Fee Review

Mr. Houlemard stated these items are incorporated into the business items. Ms. Beretti asked for more information regarding the Trails. Mr. Endsley provided a brief summary of the Board’s actions and said a lot of planning was involved and several trail ideas with specificity will be written and sent to Transportation Agency of Monterey County (TAMC). He added these types of trail projects are incremental and take a few years to finish and implement the vision. Mr. Houlemard said the Board endorsed the concept due to the fact that it adds value to properties in the surrounding areas to the

trails and the only source of \$20M for trails would originate from tax revenues. He added that it took well over a year to process and DRO led this project but it is a jurisdictional project.

7. BUSINESS ITEMS

a. Regional Urban Design Guidelines (RUDG) Update

Mr. Metz summarized this item and said the updated content and checklist to the RUDG will be brought back to Board. He added the Board wants the comments and involvement from Committee members and public. Mr. Metz said a second task force meeting is scheduled for April and a final draft will be available to Board sometime in late April or early May. A follow up RUDG meeting is set for March 30th after the conclusion of Administrative Committee meeting.

There was no public comment.

b. Implement Prevailing Wage Support Program

Robert Norris provided an update on the prevailing wage program. He said FORA received a copy of a letter from Department of Industrial Relations (DIR) clarifying FORA projects as public works. MR. Norris said an overview will be provided at the next meeting. A copy of the letter was handed to Committee members. Mr. Houlemard added that a full time position is being created in order to implement this compliance monitoring along with purchase of a special software. Mr. Norris said purchase of this software will enable preparation of reports to comply with six new steps required in maintaining the compliance and monitoring of prevailing wages.

There was public comment.

c. Capital Improvement Program (CIP)

i. Schedule & ii. Draft Tables

Jonathan Brinkmann presented this information to the Committee with a power point presentation. Peter Said elaborated on the Criteria List and information on slides. Mr. Endsley said new criteria could be added to the current list. Committee members asked questions regarding the criteria; what is a flagship project and the criteria and the list of prior Priority Projects Board had seen.

There was public comment.

d. Preliminary County/FORA/UCSC Memorandum of Agreement

Mr. Houlemard provided a summary of Scott Brandt's presentation to the Board. He added University of California Monterey Bay Educational Science and Technology (UCMBEST) center is the a property that contributes to the Habitat Conservation Plan and to job creation at former Fort Ord. UCMBEST's vision is only 3% realized and the proposed Research & Development (R&D) lacks the creation of businesses because it was thwarted by recession but new R&D modes are being sought. Mr. Houlemard said three meetings were held with Chancellor's staff with purpose of creating a Memorandum of Understanding with FORA/County and UCSC. Committee members had questions about City of Marina's involvement in this process and when the MOU would return to Board. Mr. Houlemard said Frank O'Connell contacted UCSC and asked if Marina could be involved. The MOU will return to Board for approval at a later date once an agreement was reached with the parties involved. Mr. Matarazzo added in 2014 a marketing study showed retail and R&D slowing down due to lack of lot occupancy in Salinas and other areas, but currently demand for space is now emerging.

8. ITEMS FROM MEMBERS

None.

9. ADJOURNMENT

Meeting adjourned at 9:40 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Post Reassessment Advisory Committee	
Meeting Date: April 8, 2016	INFORMATION
Agenda Number: 8c	

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

The PRAC met Wednesday, March 9, 2016 and received Business Item presentations on Water Symposium, Building Removal (update) and Draft Trails Concept (update).

PRAC members received a staff report on a Water Symposium event that was first discussed at the December 10, 2015 meeting. Staff provided a list of potential speakers including subject matter that could be presented at a water symposium.

Senior Program Manager Stan Cook presented PRAC members with a brief report on building removal. A map was provided that identified building blight removed, reused and remaining.

Staff reported to PRAC members that a Draft Trails Concept (formerly titled, Trails Map Blueprint) would be presented to the FORA Board on March 11, 2016.

Finally, attached is the approved February 10, 2016 PRAC minutes to this report (**Attachment A**).

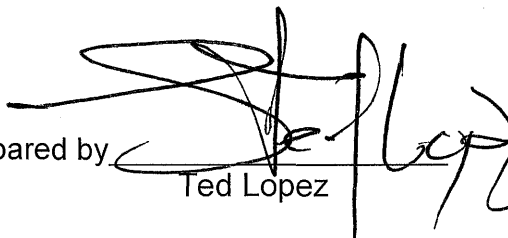
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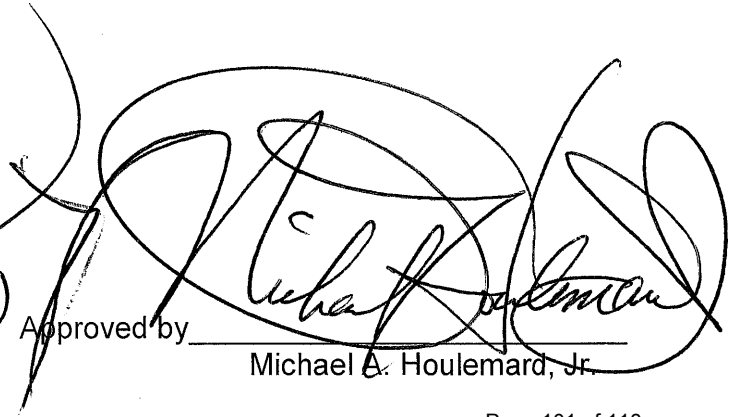
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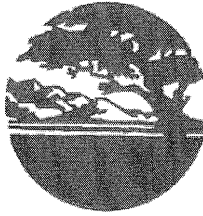
Staff time for this item is included in the approved annual budget.

COORDINATION:

PRAC, California State University Monterey Bay, Transportation Agency for Monterey County, Administrative and Executive Committees.

Prepared by  Ted Lopez

Approved by  Michael A. Houlemard, Jr.



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

9:00 a.m., Wednesday, February 10, 2016 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER

Chair Victoria Beach called the meeting to order at 9:02 a.m. The following were present:

Committee Members:

Victoria Beach (Chair), City of Carmel
Andre Lewis, California State University Monterey Bay (CSUMB)
Gail Morton, City of Marina
Jane Parker, Supervisor County of Monterey
Ralph Rubio, Mayor City of Seaside

FORA Staff:

Michael A. Houlemard, Jr.
Steve Endsley
Ted Lopez
Mary Israel
Josh Metz
Jonathan Brinkmann

Other Attendees:

Craig Malin, City of Seaside
Steve Matarazzo, University of California, Santa Cruz
Chris Placco, CSUMB
Fred Watson, FORTAG
Wendy Elliot, Dunes at Monterey Bay
Jane Haines, Member of the Public
Bob Schaffer, Member of the Public

2. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Ralph Rubio introduced City of Seaside's new Manager, Craig Malin.

3. PUBLIC COMMENT PERIOD

None.

4. APPROVAL OF MEETING MINUTES

a. January 21, 2016 Minutes

MOTION: Gail Morton moved, seconded by Ralph Rubio to approve the January 21, 2016 PRAC Committee minutes.

MOTION PASSED UNANIMOUSLY.

5. BUSINESS ITEMS

a) Housing Map – FORA Property

Assistant Executive Officer Steve Endsley, presented a draft map of Affordable Housing on Former Fort Ord Lands, a staff project the PRAC requested at the January 21st meeting. He introduced the map by showing a PowerPoint of: 1) the HUD definition of Affordable Housing and household income limits for qualifying in Monterey County, and 2) a chart of the Dwelling Unit Counts and Forecast from the 2015-2016 Capital Improvement Program report.

Mr. Endsley then showed the Affordable Housing Map. PRAC members discussed the information presented. Gail Morton requested that Seaside Highlands be removed from the map. Ralph Rubio requested Workforce Units be included and Army Housing be added to the map. Wendy Elliot requested the affordable housing locations be represented by small polygons rather than parcels.

Gail Morton requested an additional map that would show housing that is affordable, meaning housing that can be bought for \$225,000 or less including a unit count for each development in Former Fort Ord. Jane Parker suggested the new map include housing that can be purchased by low/mod two-person households.

Mr. Endsley noted Current Housing Data that was recently collected by FORA staff from jurisdictions and housing project offices. Wendy Elliot offered to share more current data on the Dunes at Monterey Bay. PRAC members requested staff to return with a more detailed table.

b) Housing Affordability Next Steps

Economic Development Coordinator Josh Metz presented a scope and cost proposal from Lynn Gallagher and Cathy Reaser, the speakers at the January 21st PRAC meeting. The proposal offered to quantify the difference in cost between home development on former Fort Ord lands with offsite areas and to determine the drivers in those cost differences. Ralph Rubio, Gail Morton and Jane Parker voiced that the study already published on San Diego is helpful and they did not have a strong desire to have them replicate the study for us locally. Chris Placco suggested that FORA staff interview developers. Chair Victoria Beach suggested that FORA not hire the researchers but do a similar baseline study, computing total impact of regulatory fees, time, set aside requirements for vacant land, affordable housing requirements, prevailing wage rules and energy efficiency stipulations, etc., but without building the model that Gallagher and Reaser utilize to make policy recommendations. Member of the public Jane Haines said the Gallagher and Reaser report also does not accurately reflect CEQA. PRAC members took no action on the staff recommendation.

c) Draft Trails Map Blueprint

Associate Planner Ted Lopez presented a Draft FORA Trails Map Blueprint (Blueprint). Josh Metz explained the staff working group and the Base Reuse Plan requirements for three major trails. Mr. Metz then explained the key on the map, and the PRAC asked that it be simplified. He said the Blueprint could complement the Trails section of the Regional Urban Design Guidelines (RUDG) as "opportunity trails." The PRAC instructed Mr. Metz to add a fourth category of line to the map to designate "established trails." Mr. Lopez requested PRAC members review the staff recommendation and pass a motion in support of the Blueprint and that the Board adopt a resolution supporting the Blueprint. Gail Morton said the Blueprint should go to the Board of Directors without PRAC comment. She also asked FORA staff to include some instructions as to how a jurisdiction can convert trails from dark green (concept feasible) to light green (alignment feasible).

MOTION: Chair Victoria Beach moved, seconded by Gail Morton, to put the Blueprint on the March 11, 2016 Board of Directors meeting Agenda.

MOTION PASSED UNANIMOUSLY.

d) 2016 PRAC Calendar Meeting Schedule

Ted Lopez presented new meeting dates for PRAC. He proposed dates that included first and second Wednesdays of each month and, the second Thursday of April. The PRAC changed the Thursday date to the first Wednesday. Chair Victoria Beach then said all the dates could be confirmed except for December. Jane Parker said she was not able to confirm the dates at this meeting. Staff offered to include a full schedule of 2016 meeting dates, except for December, in the next meeting Agenda Packet for confirmation by committee action.

6. ITEMS FROM COMMITTEE MEMBERS

None.

7. ADJOURNMENT

Meeting was adjourned at 10:58 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Regional Urban Design Guidelines Task Force

Meeting Date: April 8, 2016

Agenda Number: 8d

INFORMATION

RECOMMENDATION(S):

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

BACKGROUND/DISCUSSION:

The RUDG process began in spring 2014 and is nearing completion. The Task Force met at 10:00 a.m. Tuesday, March 29, 2016 to review staff RUDG development progress. Staff presented progress on the following items:

- Completion of landscape pallet and placement recommendations
- Completion of wayfinding and gateway signage recommendations
- Refinement of road and trail cross-sections
- Draft RUDG checklist

The Task Force reviewed the final Monterey County Bike & Pedestrian Wayfinding Sign Design standards and recommended including them in the RUDG as a Wayfinding Measure.

The Task Force also heard from and asked questions of Mike Bellinger of Bellinger-Foster-Steinmetz Landscape Architects (BFSLA) who was contracted to complete the outstanding landscape pallet and layout recommendations.

Members reviewed and provided comments on a draft RUDG checklist prepared by FORA staff.

Staff continues working with Task Force members to integrate existing plans, complete critical RUDG content refinements, and finish the RUDG development process.

The next RUDG Task Force meeting is scheduled for 1:00 p.m. Thursday, April 14, 2016.

Approved February 25, 2016 minutes are attached (**Attachment**

FISCAL IMPACT:

Reviewed by FORA Controller 

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

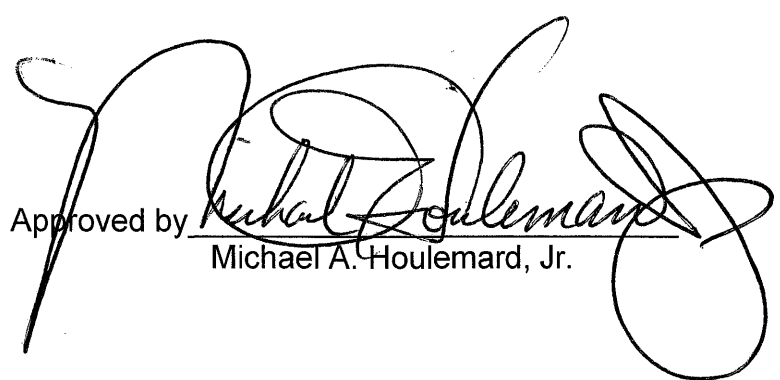
COORDINATION:

Administrative Committee

Prepared by


Josh Metz

Approved by


Michael A. Houlemard, Jr.



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

9:30 a.m., Friday, February 25th, 2016
920 2nd Avenue, Suite A, Marina CA 93933 (FORA Conference Room)

1. CALL TO ORDER

Co-chair Victoria Beach called the meeting to order at 9:35 a.m. The following were present:

Committee Members:

- Victoria Beach, City of Carmel-by-the-Sea
- Elizabeth Caraker, City of Monterey
- Diana Ingersoll, City of Seaside
- Layne Long, City of Marina
- Anya Spear, California State University Monterey Bay (CSUMB)

- Brian Boudreau, member of the public
- Wendy Elliott, Dunes at Monterey Bay
- Bob Schaffer, member of the public
- Beth Palmer, member of the public
- Jane Haines, member of the public

Other Attendees:

- Kathy Biala, Marina Planning Commission
- Grace Bogdan, Monterey County
- Robert Guidi, Department of the Army (POMDWP)
- Craig Malin, City of Seaside
- Steve Matarazzo, University of California Monterey Bay Education, Science and Technology Center (UCMBEST)
- Virginia Murillo, Transportation Agency of Monterey County (TAMC)
- Vicky Nakamura, Monterey Peninsula College
- Tim O'Halloran, City of Seaside

FORA Staff:

- Michael A. Houlemard, Jr. (Chair)
- Steve Endsley
- Josh Metz
- Jonathan Brinkmann
- Mary Israel
- Ted Lopez
- Jen Simon

2. PLEDGE OF ALLEGIANCE

Victoria Beach led the pledge of allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

None.

4. APPROVAL OF MEETING MINUTES

- a. December 16, 2015 Minutes and February 5, 2016 Minutes

MOTION: Diana Ingersoll moved, seconded by Layne Long, to approve the December 16, 2015 and February 5, 2016 RUDG Task Force meeting minutes.

MOTION PASSED UNANIMOUSLY.

5. PUBLIC COMMENT PERIOD

None.

6. BUSINESS ITEMS

a) DRAFT RUDG content review/update

Economic Development Coordinator, Josh Metz presented a working draft of the RUDG website and hardcopy. He reviewed new content: "Objectives" and "Measures," and an expanded "Definitions" section and he illustrated how language in the RUDG December 2015 Draft was extracted from "Purpose" and "Intent" Guideline sections to go into the three areas.

Beth Palmer asked how the website would be timestamped. Several Task Force members clarified that the website would match a time-stamped document version of the RUDG and both would be approved by the FORA Board of Directors (Board).

Mr. Metz shared that the staff and RUDG Task Force volunteers spent a few days comparing the RUDG "Objectives" and "Measures" with three major on-site project guidelines. Kathy Biala asked what staff did to reconcile discrepancies. Mr. Metz explained that staff incorporated elements of project guidelines if they strengthened the RUDG, and that no conflicts were found. Outstanding Measures and Objectives content was identified and included in remaining staff and/or consultant tasks.

Ms. Biala about a RUDG consistency determination Checklist. Mr. Metz answered that the Checklist is being refined to match the Measures, and staff is leaning toward a Yes/No answer for each measure; a comment area for measure sets where planners can list their alternative approaches that meet the Objectives would also be included.

Mr. Metz reviewed refinements made to the Introduction:

- a) Overview-- includes reference to Authority Counsel memorandum on RUDG legal framework,
- b) How to Use These Guidelines-- defines Objectives and Measures and how they will function in plan/project BRP consistency evaluations, and
- c) Policy Application-- clarifies Base Reuse Plan (BRP) priority in case of any RUDG omissions or conflicts.

Steve Matarazzo suggested that (b) include a sentence that offers "other solutions may be applicable" and Victoria Beach said "not exhaustive" be added as well. Michael Houlemard clarified that the process for consistency determinations is not going to change; jurisdictions are going to use the guidelines and the review of projects will go to FORA Planning Department, then the Administrative Committee for review, then to the Board.

Mr. Metz reviewed the updated Definitions section and asked the Task Force to send any other words found in the text that should be defined, as well as ideas on how to improve the current definitions.

Mr. Metz asked the Task Force whether the cross sections for roads should be retained as samples or become Measures. The Task Force requested a detailed look at consultant-provided cross sections and those in the BRP, then bring back a recommendation. Ms. Ingersoll said to also find consistency between the FORA guideline draft and City of Seaside's understood guideline for regional circulation corridors. Ms. Elliot suggested staff look at the Dunes at Monterey Bay road designs.

In the discussion of landscaping palette, the Task Force supported hiring a consultant. Anya Spear noted CSUMB has faced challenges establishing durable plantings. Mr. Long said "all native" leads to a bland landscape, and should be broadened to low-water with a balance of native and introduced species for year-round color. He requested a specific plant list that is a

subset of area jurisdictions' commonly broad landscape palettes. Ms. Beach suggested instructions on layout, such as density, height and placements. Ms. Biala said that Marina has a 60% native requirement and an ecosystem approach. Ms. Beach added that the issue of maintenance could be included, watering regimes and what it is to look like. Ms. Elliot said the palette could be limited and specific to different micro-climates on former Fort Ord, including height and mass suggestions, but leave the maintenance and layout to the designers. Mr. Houlemard stated that maintenance is not a RUDG issue. However, Ms. Spear asked for the plant lists to be segregated by "easy to maintain" and "easy to kill" for each microclimate. Ms. Beach said the BRP also suggested reuse of water and that swales and irrigation with reclaimed water are implied by the BRP. These suggestions should go to a familiar and local consultant to put the lists together.

The next RUDG meeting is tentatively set for March 23, 2016 at 9:30 a.m.

7. ITEMS FROM MEMBERS

None.

8. ADJOURNMENT

Meeting was adjourned at 11:05 a.m.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Veterans Issues Advisory Committee

Meeting Date: April 8, 2016

Agenda Number: 8e

INFORMATION

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The VIAC met on February 25 and March 24, 2016. The approved February 25, 2016 VIAC minutes is attached (**Attachment A**).

FISCAL IMPACT:

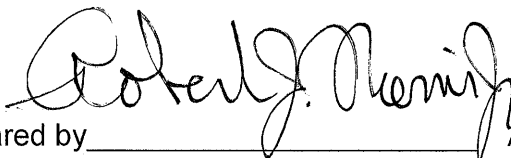
Reviewed by FORA Controller 

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

COORDINATION:

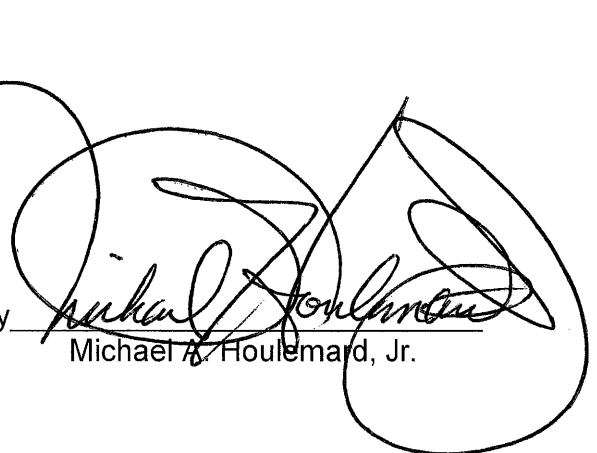
VIAC

Prepared by



Robert J. Norris, Jr.

Approved by



Michael A. Houlemard, Jr.



**FORT ORD REUSE AUTHORITY
VETERANS ISSUES ADVISORY COMMITTEE (VIAC) MEETING MINUTES**

3:00 p.m. Thursday, February 25, 2016 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER

Confirming a quorum, Acting Chair Edith Johnsen called the meeting to order at 3:00 p.m.
Chair Jerry Edelen excused due to an accident. The following were present:

Committee Members:

Master Sgt. Alan Gerardo, U.S. Army (POM Garrison)
Mary Estrada, United Veterans Council
Sid Williams, Monterey County Military & Veterans Advisory Commission
Edith Johnsen, Veterans Families
Richard Garza, CCVC Foundation
Jack Stewart, Monterey County Cemetery Citizens Advisory Committee
James Bogan, Disabled American Veterans
Preston Young, U.S. Army (POM/DLI)

Others:

Terry Bare, Veterans Transition Center
George Guinn, Forthm

FORA Staff:

Mary Israel
Robert Norris

2. PLEDGE OF ALLEGIANCE

Mary Estrada led the pledge of allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Terry Bare of Veterans Transition Center (VTC) announced the 7-unit housing development Phase II for homeless veterans has a waiver for development as Affordable Housing under the Kerry-Vento Act. On March 16, the City of Marina Design Review Board will review the plans.

Mr. Bare also announced a delay in the VTC annual dinner. Mr. Bare reported that the pieces of the Stillwell bar are in VTC hands, so he is looking for feedback as to where to install them. Mr. Bare reminded the members of the Aug 19-21 Homeless Veterans Stand Down and shared a flyer.

Principal Analyst Robert Norris asked the acting Chair if the Transition Center Housing construction should become a regular business item for the Agenda; the Chair agreed.

Mr. Norris recommended a book with a chapter written by Lionardo Ortiz (member of the Citizens Advisory Committee), entitled "The Power of Imagination." He recommended the use of the National Coalition for Homeless Veterans (NCHV) newsletters in a free online library for engaging veterans in housing and employment.

Preston Young announced the June 11, 2016 from 8 a.m. to 1 p.m. Presidio of Monterey Annual Retirees Appreciation Day at General Stillwell Building on old Fort Ord. Mr. Young announced the May 13 11:30 a.m. DLI Language Day, where Vietnam Veterans will be recognized by Colonel Fellingner. He also passed out posters for the Army Field Band free concert on March 17 at 7 p.m.

Acting Chair Johnsen asked what avenues the members could suggest for Public Relations for all of these announcements. Mr. Young suggested the Arrow. Sid Williams offered to discuss greater outreach with KSBW Chairman and spokesman Mr. Heston, but mentioned that items are posted on the United Veterans Council (UVC) website and Facebook page. Ms. Estrada offered to talk with someone at the County Veterans office about website events updates and a bimonthly publication.

4. PUBLIC COMMENT PERIOD:

George "Cliff" Guinn announced his work on the Veterans Memorial Trail is going ahead.

5. APPROVAL OF MEETING MINUTES

a. January 28, 2016

MOTION: Jack Stewart moved, seconded by Sid Williams to approve the January 28, 2016 Veterans Issues Advisory Committee minutes with correction to George Dixon's name spelling.

MOTION PASSED UNANIMOUSLY.

6. BUSINESS ITEMS

a. VIAC Appointments

Mr. Norris confirmed the VIAC appointments for each organization.

b. California Central Coast Veterans Cemetery Status Report

i. Cemetery Administrator's Status Report

Mr. Norris said tht August is the expected completion time.

ii. Cemetery Advisory Committee (CAC) Working Meeting Agenda

James Bogan said there were new ideas among the CAC on what to deliver to the public and that they plan to go to the County for better results from CDVA. Mr. Stewart said that the CAC needs statistics on full body vs. cremated remains, and Tom came through with some. Mr. Bogan referred to a conversation with Secretary MacDonald about moving the application ahead. Mr. Norris said he is drafting the pre-application for expansion is titled as expansion for priority in funding and therefore they must determine the unmet need for in-ground burials.

iii. Endowment Parcel MOU

Mr. Williams reported that the Memorandum of Understanding (MOU) is going to be reviewed in a meeting on the 29th. Mr. Stewart said it is imperative that VIAC members show up to the meetings because there will be opposing views. Mr. Bogan said that the MOU is designed for funds to go to the cemetery maintenance so attendance at the City of Seaside meetings is important.

c. Fundraising Status

i. CCVC Foundation Status Report

Richard Garza reported that there is not much change. The Foundation is working to estimate how much is needed before the Capital Campaign. He reported that the CCVC Foundation has not taken a position on flagpoles and benches, etc. VIAC members offered to circulate items for purchase lists and a Scope of Work for naming plaques. Mr. Norris will distribute the full reports to Ms. Estrada and Mr. Williams and a cost summary attachment to all other VIAC members.

d. VA/DoD Veterans Clinic Status Report

i. Historic Flag Pole Variance Update

Mr. Williams reported that George Reid is sandblasting the flagpole. There is no specific location settled for the flag pole at this time.

ii. **Clinic Construction Schedule**

Mr. Norris reported that the hospital interim reconfiguration moved the date out to August-September. He said there is also a discussion to add a dental facility. VIAC members discussed coordinating with Sam Farr's schedule so he can be present for a ribbon cutting ceremony.

e. **Historical Preservation Project**

Mr. Guinn said he is working with the City of Marina to pick buildings to work on, but as his 501(c)3 is still pending, there is no funding but he is doing grants research. Mr. Norris said that council members publicly supported the Veterans Memorial Trail. Mr. Garza suggested Mr. Guinn attend free workshops available through the Community Foundation of Monterey County. Ms. Estrada suggested Mr. Guinn ask at Sam Farr's office for help on his IRS status.

7. ITEMS FROM MEMBERS

a. **Year of the Veteran**

Mr. Williams said that 2016 was proclaimed the Year of the Veteran by the County Board of Supervisors (County BOS) on February 9th and a copy of the resolution is at the VTC. Mr. Williams said that Marina has made a similar one. Mr. Bogan said that Seaside will review a Year of the Veteran proclamation on the first Thursday of March. Mr. Norris said that he would like a copy to bring before the FORA Board of Directors (Board). Members had uniform agreement that the Board consider adopting a resolution, without objection.

b. **VFW 811 Fort Ord Memorial closing**

Mr. Stewart said the VFW 811 Fort Ord Memorial is closing doors on Saturday. He said the charter will continue.

c. **Veterans Kiosk**

Mr. Bogan said that Veterans don't like using the kiosk.

d. **NCHV Housing Summit**

Mr. Norris said the Mayor of San Diego came to the Housing Summit he attended there, and the Mayor has set an annual performance charge to all agency heads to end Veteran Homelessness. The City pays for shelter with VASH program funds.

8. ADJOURNMENT

Acting Chair Edith Johnsen adjourned the meeting at 4:13 p.m.

NEXT SCHEDULED MEETING: 3 p.m. March 24, 2016

FORT ORD REUSE AUTHORITY BOARD REPORT	
EXECUTIVE OFFICER'S REPORT	
Subject:	Water/Wastewater Oversight Committee
Meeting Date:	April 8, 2016
Agenda Number:	8f
INFORMATION	

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

On March 10, 2016 the WWOC received Marina Coast Water District's (MCWD's) Draft Proposed Ord Community Budget for Fiscal Year (FY) 16/17 thus starting Fort Ord Reuse Authority's three-month clock to review and approve per the Facilities Agreement. MCWD provided the complete budget for the Ord Community in a new format reflecting what the MCWD Board is currently reviewing and is far more transparent than previous budgets. The WWOC reviewed the form of the Draft, getting acquainted with the additional detail and new format. A discussion about rate increase justification in the accounting through performance comparisons was raised by California State University Monterey Bay (CSUMB), and FORA Assistant Executive Officer Steve Endsley provided clarity on the previously approved 218 rate increase; further, MCWD General Manager Keith Van Der Maaten discussed the process of how the FY 17/18 five year rate study will inform future rate change requests. Discussion concerning the debt ratio clarified that the Ord Community Budget should be understood in its overall organizational context and that bonds are used to finance both operations and capital programs as per the current rate study. This emphasized the correlation between new development fees and operations. Finally, the WWOC plans to consider a recommendation of MCWD's Ord Community Budget for FY 16/17 to the FORA Board on April 13, 2016. The committee asked a series of questions about the material and made suggestions about presentation. Peter Said requested that all questions concerning the FY 16/17 budget be addressed to FORA.

The Draft, Proposed Ord Community Budget is online:

<http://fora.org/wwoc-review.html>

The WWOC also approved minutes from February 17, 2016 (**Attachment A**)


FISCAL IMPACT:

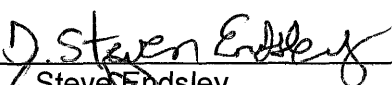
Reviewed by FORA Controller 

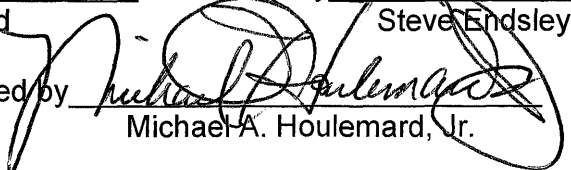
Staff time for this item is included in the approved annual budget.

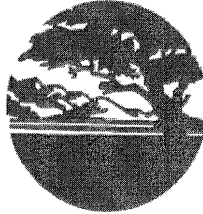
COORDINATION:

WWOC, Administrative Committee, Executive Committee.

Prepared by  Peter Said

Reviewed by  Steve Endsley

Approved by  Michael A. Houlemard, Jr.



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

9:30 a.m., Wednesday, February 17, 2016 | FORA Conference Room
920 2nd Avenue, Suite A, Marina CA 93933

1. CALL TO ORDER

Project Specialist Peter Said called the meeting to order at 9:40 a.m. The following were present:

Committee Members:

Elizabeth Caraker, City of Monterey
Dan Dawson, City of Del Rey Oaks
Mike Lerch, California State University Monterey Bay (CSUMB)
Layne Long, City of Marina
Steve Matarazzo, UCSC
Melanie Beretti, Monterey County
Rick Riedl, City of Seaside
Nick Nichols, Monterey County

FORA Staff:

Jonathan Brinkmann
Steve Endsley
Mary Israel
Peter Said

Other Attendees:

Kelly Cadiente, Marina Coast Water District (MCWD)
Mike Wegley, MCWD
Chris Placco, CSUMB
Bob Schaffer
Wendy Elliott
Andy Sterbenz
Ken Nishi
Doug Yount

2. PLEDGE OF ALLEGIANCE

Ken Nishi led the pledge of allegiance.

3. ACKNOWLEDGEMENTS, ANNOUNCEMENTS AND CORRESPONDENCE

Peter Said announced that the Bureau of Land Management opening next door is set for April 8, 2016. MCWD District Engineer Mike Wegley announced that, on Monday, March 7th at 7 pm, the MCWD regular meeting of the Board will hold a Workshop to review the Fiscal Year 2016/17 Budget.

4. PUBLIC COMMENT PERIOD

None.

5. CONSENT AGENDA

a. January 13, 2016 Minutes and February 3, 2016 Minutes

MOTION: Dan Dawson moved, seconded by Rick Riedl, to approve both the January 13, 2016 and February 3, 2016 Water/Wastewater Oversight Committee (WWOC) minutes with

modification to the scheduling announcements and 2016 WWOC Meeting Schedule to read “to be held after the close of the Administrative Committee meeting or at 9:30 a.m., whichever occurs later.”

MOTION PASSED UNANIMOUSLY.

6. ITEMS FROM MCWD

a. Quarterly Report for Quarter 2 FY 15/16

MCWD Administrative Services Director Kelly Cadiente presented the Quarter 2 Report, bringing to attention that MCWD pumped less but delivered more water for the period because of the intertie. Rick Riedl requested she add an item to show the intertie meter readings. Mike Wegley explained that they will upgrade to have the meters synchronized and reportable. Ms. Cadiente says not all the lines are metered so line loss is hard to show. Mike Lerch said it is a longstanding question from the WWOC to see the amounts at the intertie separated out in the Quarterly reports. Mr. Wegley agreed to work toward that reporting in future.

Ms. Cadiente shared the Meter Installation Update, that just a few were added at flat rate of 13 Hundred Cubic Feet (HCF) usage estimate. Where the Flat fees went down by 2, she explained that two meters are out of service. Peter Said asked about large fire trucks training on Surplus II but hooking up to unmetered hydrants and how that is accounted for. Layne Long suggested higher diligence monitoring such activity.

Ms. Cadiente shared that the Operations and Maintenance (O & M) Activity was regular in Quarter 2, and the Status of Required Permits was compliant. She reviewed the Water Conservation Activities and was asked by Mr. Riedl to tabulate the 22-40 Acre-Feet per Year (AFY) of water saved.

Mr. Wegley took questions on the Capital Improvement Program (CIP) Update for Quarter 2. Mr. Lerch asked if MCWD are on plan for CIP projects and Mr. Wegley responded that they are catching up and spending as planned for the year. He pointed out the Recycled Water project; an application with State Revolving Fund (SRF) is being reviewed and they are supplementing financial, environmental and technical information as requested. Mr. Riedl asked for a column to be added to the CIP report to show the total budget. Mr. Lerch suggested he also add a year to date column, and Mr. Wegley agreed.

Ken Nishi asked if credits to existing infrastructures are included in the developer fees, and said that, at the VA Clinic, they were charged capacity fees although the infrastructure was in place and are therefore being “double-charged.” Steve Endsley said that FORA would look into the question and report the results.

Wendy Elliott asked why fiscal activity for administrative expenses on Ord Water and Ord Sewer were higher than budgeted. Ms. Cadiente explained that the budget is set up as an even 12-month split and doesn't anticipate the actual monthly or quarterly expense differences. She was asked to adjust monthly budget projections to expected, rather than distributing equally over 12 months. Mr. Riedl asked for a summary of separate costs at the bottom. Ms. Cadiente said that a summary would be included next Quarter. Mr. Said said that he would make an action item for upcoming meeting to have clearer data on MCWD budgets and to have intertie data. He offered to provide a format to assist MCWD in meeting these requests. Mr. Lerch pointed out that the CIP is blank, and Ms. Cadiente said it is in the budget only as revenue and expenditure but she would add it by hand. Mr. Riedl asked where the two types of assets are. Mr. Wegley said that they were looking into how to show that.

b. Five Year Capital Improvement Plan

Skipping page 1 of the insert to the Agenda Packet, Mr. Wegley reviewed page 2, highlighting that the Request For Proposals went out for Imjin Parkway (from City of Marina) for Environmental

studies and Preliminary Design and will have actual construction in FY 2018/19. He then took questions from the Committee. He clarified that the legend is on the first sheet, that Total is the total life budget for a project, and that RW0156 and GW0157 are the "pipeline." Mr. Riedl asked for a column added for potential cost share between new development and existing. Mr. Wegley said that the next year's Master Plan updates will better refine the costs. Mr. Endsley commended MCWD for making the 5-year CIP in a useful format as requested in previous meetings. Mr. Wegley said that the 3 previous years were used for setting up future budgets. He requested the jurisdictions bring any projects that are planned that would adjust the MCWD estimates forward so they can be better synchronized.

7. BUSINESS ITEMS

a. Pipeline Financing Commitments

Mr. Said shared a PowerPoint that was given to the Administrative Committee the same morning as an initial step before presenting it to the FORA Board. Ms. Cadiente said the CIP could not include a study. Mike Lerch asked if there will be detailed sheets on the pipeline and the study, and Mr. Said they were to be worked out. Mr. Endsley said that the amounts over time may be considerably lower and may be adjusted in the Master Resolution. Mr. Lerch asked if amounts for the pipeline project would be broken down, and Mr. Wegley said they would be in MCWD's MOU with FORA. Mr. Riedl asked for project descriptions to be correlated with costs. Mr. Said said that information is not immediately available. Mr. Wegley offered to provide that kind of schematic to the WWOC from the SRF application. Mr. Lerch said that, since the WWOC is charged with administering the funds, it seems that the WWOC would approve the plan and the budget. Mr. Endsley answered that both bodies and ultimately the FORA Board will decide.

8. ITEMS FROM MEMBERS

None.

9. ADJOURNMENT

MOTION: Nick Nichols moved and Steve Matarazzo seconded that the meeting be adjourned at 11:06 a.m. MOTION PASSED UNANIMOUSLY.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject: Travel Report

Meeting Date: April 8, 2016

Agenda Number: 8g

INFORMATION

RECOMMENDATION(S):

Receive a travel report from the Executive Officer.

BACKGROUND/DISCUSSION:

Per the FORA Travel Policy, the Executive Officer (EO) submits travel requests to the Executive Committee on FORA Board/staff travel. The Committee reviews and approves requests for EO, Authority Counsel and board members travel; the EO approves staff travel requests. Travel information is reported to the Board.

COMPLETED TRAVEL

American Association of Geographers (AAG – Annual meeting (3/29-4/2))

Destination: San Francisco, CA

Travel Dates: March 29-April 2, 2016

Traveler: Mary Israel

The American Association of Geographers consists of geographers and related professionals who work in the public, private, and academic sectors and covers latest in research and applications in geography, sustainability, and GIScience. Ms. Israel attended the annual meeting and obtained information for the Planning department regarding civic cooperation on regional projects and online GIS development.

UPCOMING TRAVEL

62nd Annual U.S. War College National Security Seminar (6/6/-6/9)

Destination: Carlisle, PA

Travel Dates: June 5-10, 2016

Traveler: Michael Houlemard

Mr. Houlemard was selected among several hundred distinguished peers by the U.S. Army War College National Security. The National Security Seminar (NSS) is designed to heighten the students' understanding of the society they serve and the interests, issues, and trends that influence the formulation of national security policy as well as gaining a better understanding of the perspectives and concerns of the defense community.

Association of Defense Communities-2016 National Summit (6/20-6/22)

Destination: Washington, DC

Travel Dates: June 19-23, 2016

Traveler/s: Michael Houlemard and two Board members

The topic for this summit is "Defense Communities at the Ready" and will cover key issues faced by defense communities such as preparing for leadership transition/changes; responding to evolving needs of mission, emerging threats, and technology; creating great communities; supporting infrastructure sustainment and defending against cuts; and understanding the impacts of force restructuring, budget challenges, and policy directions.

FISCAL IMPACT:

Reviewed by FORA Controller 

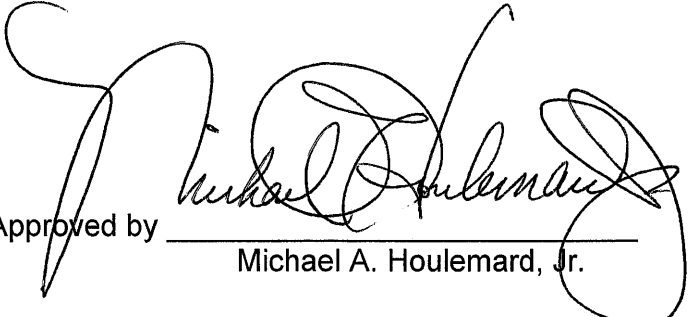
Travel expenses are paid/reimbursed according to the FORA Travel policy.

COORDINATION:

Executive Committee

Prepared by 

Maria Buell

Approved by 

Michael A. Houlemard, Jr.

FORT ORD REUSE AUTHORITY BOARD REPORT

EXECUTIVE OFFICER'S REPORT

Subject:	Public Correspondence to the Board	
Meeting Date:	April 8, 2016	INFORMATION
Agenda Number:	8h	

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 or mailed to the address below:

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