

SUMMARY OF PRESENTATION BY  
JIM COOK, DIRECTOR,  
REDEVELOPMENT AND HOUSING OFFICE

The Redevelopment Agency of the County of Monterey ("Agency") and the Monterey-Salinas Transit Agency ("MST") are here to appeal the decision of the Planning Commission to deny the proposed subdivision, General Development Plan and rezoning of approximately 58 acres of land adjacent to the Fort Ord Landfill, which is the Monterey-Salinas Transit/Whispering Oaks Business Park (the "Project").

BASE REUSE ISSUES

The Project is consistent with the Fort Ord Base Reuse Plan, the County's Fort Ord Redevelopment Plan, the County's 2010 General Plan and the County's Ordinance with respect to Oak Woodlands.

The Fort Ord Base Reuse Plan was adopted in 1997 after undergoing comprehensive environmental review. Under State Law (Government Code § 67675.2), city and county general plans must be consistent with adopted Base Reuse Plan. The Base Reuse Plan was developed, in part, to replace jobs lost to the various communities and County from the closure of the military installation. It was also designed to be "self-sustaining" so that development allowed on the Base would pay for the costs involved in bringing required infrastructure, and maintenance of sizeable habitat areas.

The Fort Ord Base Reuse Plan also calls for a jobs/housing balance. It is estimated that an additional 10,989 jobs will be required to be created to achieve this balance. The Project represents an important step in the right direction. In addition to promoting more mass transit to assist in job development, the MST portion of the Project will allow for the MST to grow new jobs by expanding its facilities. The Whispering Oaks portion of the Project is not designed to compete with other job-creating developments. Rather, it is envisioned as tapping into a "niche" market for employers who want the ambiance presented by the design of individually tailored sites nestled within oaks, as well as the close connection to CSUMB.

A Habitat Management Plan has been adopted for the entire Base Reuse Area, which protects the most sensitive species by setting aside approximately two-thirds of the entire former base for habitat. Under the Base Reuse Plan, the Property on which the Project is located is designated for "Planned Development Mixed Use." Pursuant to the Base Reuse Plan and Habitat Management Plan, development is allowed on 20% of the Property.

THE PROPERTY, THE PROJECT AND THE PROCESS

The Property is approximately 300 acres, of which 58 acres are proposed to be developed under the Project. Another 58 acres is proposed to be set aside as permanent conservation areas, to protect the endangered *sand gilia* plant. The Property is also the

location of a landfill, which restricts the nature of the development that may occur on the property. When other jurisdictions declined to take the Property because of the Landfill, the County stepped to the plate. Development of the Property – as called for in the Base Reuse Plan – is necessary to avoid tapping into the County's General Fund to cover expenses and liabilities associated with the Property, as well as the County's obligations to manage habitat areas.

As noted, the Property includes the Fort Ord Landfill. Additionally, it is adjacent to and surrounded by urban uses, including the CSUMB Campus and both existing and entitled residential uses. It is not either isolated or pristine "habitat," but does contain some endangered species (notably *sand gilia*) and the existence of that species and the landfill made the Property suitable for both habitat conservation and development.

Just like the Base Reuse Plan, the Agency and MST have sited and designed the Project in a manner which targets the least environmentally sensitive areas of the developable portions of the Property.

The basics of the Project are described in detail in the Board Report and underlying documentation. The essential elements of the Project are:

- Development of a LEED certified bus maintenance facility by MST on approximately 24 acres
- Adoption of a General Development Plan for the ultimate development of up to an additional 15 commercially-zoned lots of between 1 and 3 acres, as the market allows
- Adoption of permanent conservation and habitat areas, as well as open space preservation areas
- Development of Engineers Equipment Road, an important segment of Base-wide infrastructure, as well as other infrastructure that assists CSUMB
- Adoption of oak tree mitigation plans and program designed to preserve as many trees as feasible under the circumstances and will end up providing at least 1,000 additional oak trees in the Fort Ord ecosystem
- There will be no "mass grading" or "clear cutting" on the site. While a significant number of trees will need to be removed for the MST transit facility, trees will be retained to the extent feasible, as determined by a qualified forester. For the Whispering Oaks portion, development on individual lots will only occur when they are sold to actual developers and will be driven by the topography and efforts to retain trees.

The journey to the development of this particular Project has been open and transparent:

- It began in September, 2009, when the full Board of Directors of the Agency entered into a Memorandum of Understanding with MST to work together to develop what would evolve to be the Project. A copy of the MOU is attached to this Summary.

- A Notice of Preparation for the Project's EIR was issued in December, 2009 and a scoping meeting was held in January, 2010. Participants in these initial proceedings included Land Watch and the City of Marina
- The Draft EIR was issued in July, 2010, and the comment period lasted until August 23, 2010. During this time of environmental review, the Agency and MST actively consulted with its neighbors, including CSUMB and the City of Marina, and listened and responded to comments on the EIR, incorporating most of the suggestions.
- The matter came before the County's Standard Subdivision Committee in February, 2011, at which time it was recommended for approval.
- The Project was presented to the Planning Commission in March, 2011. At the Commission hearing, for the first and only time, objections to the Project were raised, based upon the claimed interference with so-called "equestrian trails" and the assumption that the bus facility could and should be located elsewhere so as to avoid oak tree removal. These issues were not raised at any time during the prior 18 months of analysis and discussion.

### OAK TREES

The Project acknowledges that a significant number of oak trees will be removed as part of the development. To that end, it has incorporated into the Project's entitlements, a process entirely consistent with the County's Oak Tree Preservation Ordinance:

- A duly qualified Forester was retained from the County's list
- The MST site has an actual Forest Management Plan, which requires that the least number of trees be removed, that trees be transplanted where feasible, and that replacement of trees occur both on-site and off-site at a ratio that is at least 1:1
- The Whispering Oaks site had a Forest Evaluation Plan prepared and the recommendations of the Forester are incorporated into the General Development Plan, making compliance with those recommendations conditions of further development
- There will be no clear-cutting of trees at either site: the MST site will retain tree buffer areas, including Landmark Trees, and the Whispering Oaks development parcels will be required to minimize tree loss and also replace any trees lost at a better than 1: 1 ratio
- The Whispering Oaks site is also designed to attract those uses which are looking for the natural setting allowed under the GDP – the oaks are part of the marketing plan for the attraction of users for the site. The site includes the use of Parcel 9 to further enhance the amenities of the business park by preserving a park-like setting for employees and visitors to the park.

The original permit request to remove up to 4,400 trees was based on a worst-case analysis, as required under CEQA. However, the Agency is confident that application of the proposed GDP for Whispering Oaks, together with preservation of Parcel 9 as a "design amenity" rather than actual development parcel, will allow the development of the Project to proceed to ultimate completion with no more than 3,400 trees being

removed over time. Accordingly, the Agency and MST have agreed to seek a change in the Tree Removal Permit from a maximum of 4,400 trees to no more than 3,400 upon ultimate completion.

Additionally, the Agency and MST are committing to replacing and planting 4,400 additional trees, regardless of the number of oak trees ultimately removed. These trees will be located both on-site, where feasible, and off-site at the County's Youth Camp area. The Youth Camp Parcel is part of the proposed Habitat Corridor and Oak Woodland Corridor; the Property is not.

### EQUESTRIAN "TRAILS"

The Fort Ord Reuse Plan did not adopt a system of trails (equestrian or otherwise). It did adopt certain recreation policies, encouraging the underlying jurisdictions to create a comprehensive trail plan, including possible equestrian trails linking Marina's Community Park (located immediately adjacent to the Landfill on the north) to BLM Lands. An *illustrative* map of possible trails was included in the Base Reuse Plan, and is included in the PowerPoint presentation. It shows a possible equestrian trail located along the northern and eastern edges of the Landfill, not through the Project site at all.

The people asserting rights to a trail through the Property and Project Site are technically trespassers. There is no permitted trail through the Property, and the current users cannot obtain a prescriptive right based upon their use, under California law (Civil Code section 1007; Reclamation District v. American Farms (1930) 209 Cal. 74.

There are many possible equestrian trails that can be studied and ultimately approved that would use parts of the Property without affecting the Project. In order to comply with the Base Reuse Plan, this small portion of a theoretical 82-mile trail system should be part of a comprehensive effort, that includes major stakeholders (including the County, the City of Marina, CSUMB, the BLM and various user groups such as the Canine Institute, Fort Ord Recreation and Trails Friends, as well as legitimate equestrian interests, hiker and bicycle groups.

Proposed trails through the Property, as well as elsewhere on the Base, will need to be reviewed for impacts to habitat, as well as other considerations. The Board has started a process to allow for a comprehensive review of the use and management of habitat lands to be conveyed to the County. This process could be expanded to include an effort to develop the kind of comprehensive trail system envisioned by the Base Reuse Plan, with the cooperation and participation of other jurisdictions and major stakeholders.

### BENEFITS AND CONCLUSION

Approval of the Project should be granted because is it entirely consistent with the Base Reuse Plan, the County's General Plan, the Fort Ord Redevelopment Plan and County ordinances. Additionally, however, the Project should be approved because:

- It will bring approximately \$100 million into the local economy, including \$45 million in State and Federal funding
- It is estimated to generate approximately 250 construction jobs for the MST portion alone, and up to 746 construction jobs as the Whispering Oaks portion of the Project is ultimately developed
- Almost 1,000 local and permanent jobs are also expected through build out
- It will implement the FORA Infrastructure and Habitat Program

The appeal of the Agency and MST should be granted and the Board of Supervisors should make the necessary findings to approve the Project.

**Before the Board of Directors of the  
Redevelopment Agency of the County of Monterey  
in and for the County of Monterey, State of California**

**Agreement No: A-11544; Budget No: 09/10-026**

- Acting as the Board of Directors of the )  
Redevelopment Agency of the County of Monterey: )  
a. Approve a Memorandum of Understanding )  
between the Redevelopment Agency of the )  
County of Monterey and Monterey Salinas )  
Transit for the MST Operations and Maintenance )  
Facility within the proposed Fort Ord Whispering )  
Oaks Business Park; and )  
b. Direct the Auditor-Controller to amend the Fiscal )  
Year 2009-10 Budget to increase revenues and )  
appropriations by \$575,000 in Fund 173, Unit )  
8213 - Fort Ord Capital. (4/5<sup>th</sup> vote required) )

Upon motion of Director Parker, seconded by Director Salinas, and carried by those members present, the Board of Directors of the Redevelopment Agency of the County of Monterey hereby:

- a. Approved a Memorandum of Understanding between the Redevelopment Agency of the County of Monterey and Monterey Salinas Transit for the MST Operations and Maintenance Facility within the proposed Fort Ord Whispering Oaks Business Park; and  
b. Directed the Auditor-Controller to amend the Fiscal Year 2009-10 Budget to increase revenues and appropriations by \$575,000 in Fund 173, Unit 8213 - Fort Ord Capital. (4/5<sup>th</sup> vote required)

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of September, 2009, by the following vote, to wit:

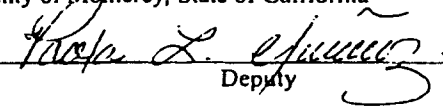
AYES: Supervisors Armenta, Salinas, Calcagno, Parker, Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on September 22, 2009.

Dated: September 28, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

  
Deputy

executed

**MEMORANDUM OF UNDERSTANDING BETWEEN  
MONTEREY- SALINAS TRANSIT  
AND THE  
REDEVELOPMENT AGENCY OF COUNTY OF MONTEREY**

THIS AGREEMENT, made and entered into as of Sept. 15, 2009, by and between the Monterey-Salinas Transit Agency ("MST"), a joint powers agency, and the Redevelopment Agency of the County of Monterey ("Agency"), is made with reference to the following facts and circumstances:

**RECITALS**

**WHEREAS**, the Agency adopted the Redevelopment Plan for the Fort Ord Redevelopment Project (the "Project") in February, 2002, in order to eliminate blighting influences and foster the redevelopment of the Fort Ord Redevelopment Project Area; and

**WHEREAS**, among the land conveyed to the Agency for the redevelopment of the Project are properties located along Intergarrison Road, as shown on the map attached hereto as Exhibit 1 (the "Property"); and

**WHEREAS**, the Agency has adopted a Land Redevelopment Strategy for the Property that calls for the development of light industrial uses; and

**WHEREAS**, MST desires to develop an Operations and Maintenance Facility ("Facility") to service existing and expected operations in the general area of the former Fort Ord; and

**WHEREAS**, the Agency desires to convey to MST a portion of the Property and, in exchange, MST desires to convey to the Agency real property currently owned by MST, with both parcels of real property being of comparable size and value; and

**WHEREAS**, the Agency and MST acknowledge the potentially significant benefits to the Agency, MST and the Fort Ord community in general if the MST Facility could be developed on a portion of the Property; and

**WHEREAS**, the County of Monterey is a member of MST; and

**WHEREAS**, the Agency and MST agree to work together expeditiously to undertake the planning, environmental and other work necessary to develop a Disposition and Development Agreement (“DDA”), upon the terms and conditions as set forth in this Agreement,

**NOW, THEREFORE**, MST and the Redevelopment Agency of the County of Monterey, collectively the “Parties”, hereby agree as follows:

### **AGREEMENT**

1. **RECITALS.** The Recitals set forth above are incorporated herein and constitute an integral part of this Agreement.

2. **DISPOSITION AND DEVELOPMENT AGREEMENT.** The Agency and MST shall use their best efforts to negotiate and approve a Disposition and Development Agreement (“DDA”) no later than April 30, 2010. The basic terms and conditions of the DDA shall include the following:

- a. MST will acquire approximately 21 acres of land, located in the western portion of the Property (the “MST Site”). The price for the conveyance of the MST Site shall be in an amount agreed upon by the Parties and may reflect adjustments to the price based upon past costs incurred by each Party with respect to the proposed development of the Property and/or the MST Facility. Payment for the acquisition shall be either in the form of an exchange of land currently owned by MST as an Economic Development Conveyance (L.2.4.1 and L.2.3), cash, reimbursement from future developers of other portions of the Property, other items of value or some combination thereof, as the Parties may agree.
- b. The Agency will attempt to configure the northern boundaries of the MST Site in a manner which allows optimal internal circulation consistent with MST’s preliminary designs.
- c. MST will participate in the Agency’s pending application for a 2081 Incidental Take Permit with the California Department of Fish and Game for the entire



Whispering Oaks Industrial Development Project.

- d. MST shall contribute to and participate in the preparation of environmental documentation consistent with the development of the entire Property for Heavy Commercial purposes, with a particular focus on the expeditious development of the Facility on the MST Site.
- e. Both parties shall negotiate in good faith for the allocation of water rights specifically for the Facility, and MST shall provide a refundable Good Faith Water Deposit, as set forth in Paragraph 3, below. Ultimate payment for the water allocation shall be either in the form of an extension of utilities and road infrastructure necessary to serve the Whispering Oaks Business Park, cash, or some combination thereof, as the Parties may agree. Nothing in this Agreement will obviate or avoid MST's obligation to pay FORA and/or County impact fees.
- f. Both Parties shall use their best efforts to work with third parties to eliminate possible obstacles to the development of the Facility. The Agency agrees to promote the expeditious processing of MST's development application by the County in accordance with the Schedule of Performance attached hereto as Exhibit A.

The intent of this MOU, and the subsequent DDA, is to allow for the timely development of the Facility and the remainder of the Property in a manner which promotes the interests of both the Agency and MST.

3. **WATER RIGHT; DEPOSIT & PAYMENT.** The Parties shall use their best efforts to assign, allocate, grant, permit or deliver water, water rights, water allocations and any other right or entitlement (collectively referred to as Water Right) necessary to allow delivery, access to and right to use water by MST in quantities it deems necessary or convenient for the full implementation and use of the Facility. MST currently estimates the need for approximately 14 acre feet of potable and 2 acre feet of non-potable water. The Parties acknowledge that they do not yet have sufficient data to calculate the payment obligation that may relate to the Water Right. Accordingly, the Parties have agreed that MST shall make a deposit in the sum of three hundred-fifty thousand dollars (\$350,000.00) with the Agency as a sign of good faith earnest money for this payment obligation, which payment shall be made

within ten (10) days from the Effective Date of this Agreement. Unless otherwise agreed by the Parties, the Water Right Deposit herein shall be credited towards the total amount of compensation for the MST Water Right.

The Parties acknowledge that Agency may expend funds from this deposit for the benefit of the Parties in the planning, environmental and other work related to the proposed DDA and other actions related to the entitling and development of the Property, defined in Paragraph 4 as "Planning Costs." In the event that the DDA is not approved by the Agency within the time set forth in Paragraph 2 (or such other time as the Parties may mutually agree), and MST declines or refuses any claim to water related to the proposed Facility, the Agency shall refund the Good Faith Water Deposit in a manner as agreed by the Parties.

4. ALLOCATION OF PLANNING COSTS. The Parties acknowledge that, pursuant to this Agreement, the Agency will be undertaking certain tasks and incurring certain costs related to efforts to facilitate MST's proposed Facility, including but not limited to the preparation of studies and other documents necessary to obtain permits from the County of Monterey for the subdivision of the Property, the approval of rezoning, and the processing of the 2081 Incidental Take Permit, all of which are necessary to allow MST to develop the Facility ("Planning Costs"). The Parties agree that MST's fair share allocation of such costs, based upon the amount of acreage in the Property anticipated to be conveyed to MST is Forty-one Percent (41%) of the Planning Costs. The Parties further agree that a good faith estimate of such Planning Costs is attached hereto as Exhibit B.

The Parties agree that MST shall pay its fair share allocation of Planning Costs in a timely manner and that such allocation shall be paid in addition to the Water Right Deposit described in Paragraph 3. As a means of ensuring timely payment, MST shall provide a "Planning Costs Deposit" in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000) within ten (10) days of the Effective Date of this Agreement. The Agency shall charge this Planning Costs Deposit for MST's fair share allocation of Planning Costs. At such time as the amount in the Planning Costs Deposit shall fall to the amount of Twenty Five Thousand Dollars (\$25,000), MST shall increase the Planning Costs Deposit by an additional One Hundred Five Thousand Dollars (\$105,000). As part of the monthly meetings required by Paragraph 7, the Parties shall review current and anticipated costs. If additional funds are required to complete the Planning Costs identified in Exhibit B, the Parties shall meet and confer as to additional funds required and MST shall make an additional deposit within ten (10) days of

agreement on such additional funds. The Agency, however, shall not be obligated to take any action or incur any cost in furtherance of this MOU if additional funds are needed and not provided. Any funds remaining in the Planning Costs Deposit shall be returned to MST at such time as the DDA is approved and the entitlements to the MST Facility secured.

Once such Planning Costs have been incurred by the Agency, they shall not be refundable. MST may avoid its fair share allocation of Planning Costs only in the event that MST provides written notice to the Agency of its intent not to proceed (or not to proceed further) with the actions and entitlements contemplated by this MOU. MST shall pay its fair share of any Planning Costs that have been incurred prior to such notice.

5. **BEST EFFORTS.** Each Party shall use its best efforts to cooperate with each other, and to work with third parties, to eliminate obstacles to the timely development and use of the Property. The Agency shall promote the expeditious review by the County of MST's proposed development as described herein.

6. **MONTHLY MEETINGS.** The Parties agree that designated representatives from their respective staffs shall meet no less than once a month to review the status of the actions and proceedings contemplated by this MOU, and to review costs, with the intent to maintain the schedule of entitlement contemplated by this MOU and described in the Schedule of Performance. At these monthly meetings the Agency shall provide to MST documentation of costs incurred to date, and anticipated costs.

7. **NO PROMISE OR REPRESENTATION OF APPROVAL.** The Parties hereby agree to negotiate in good faith and to use their respective best efforts to achieve the mutual goals of the Parties in the redevelopment of Property, including the development of the MST Facility. It is expressly agreed and understood, however, that each Party retains their full discretion to agree or disagree to terms and conditions and that by entering into this Agreement neither the Agency nor the MST is making any promise, representation or commitment to give special treatment to, or exercise its discretion favorably with respect to the final consideration and possible approval of the DDA or any entitlement to develop the Property or the MST Site.

8. **INTERPRETATION OF THIS NEGOTIATED AGREEMENT.** This Agreement has been arrived at through good faith negotiation between the Parties; both Parties waive the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

9. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Each party hereto shall act in good faith to expeditiously carry out each party's respective obligations under this Agreement.

10. AMENDMENTS OR MODIFICATIONS. No amendment to, or modification of, this Agreement shall be valid or enforceable unless set forth in writing and signed by the Agency and MST.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, negotiations or representations with respect to the Property which are not expressly set forth herein. This Agreement may be modified only by a writing signed and dated by both Parties.

13. ARBITRATION. In case any disagreement, difference, or controversy shall arise between the Agency or MST with respect to any matter in relation to or arising out of or under Paragraphs 3 or 4 of this Agreement, and the Parties cannot mutually agree as to the resolution thereof, then such disagreement, difference, or controversy shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association or upon such other rules as the Parties may agree, provided that the arbitrator shall be a former judge of the Superior Court or the Court of Appeal. Any arbitration hearing shall be noticed and open to the public. The submission to arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrators, provided it shall not exceed the sum of fifty thousand dollars (\$50,000), shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" shall be determined in the Arbitration, and that party shall be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or

presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

14. LITIGATION. In the event a dispute arises relating to performance under Paragraphs 3 or 4 of this Agreement where the amount or value relating to the controversy exceeds fifty thousand dollars (\$50,000), or for any arbitration award that exceeds fifty thousand dollars (\$50,000), then and in that event the Parties may skip any arbitration requirement, and if already completed, that arbitration shall be deemed advisory. The dispute shall instead be resolved in a court of law competent to hear the matter. Venue for the matter shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and reasonable attorneys' fees and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs and attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

15. GOVERNING LAW & VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. EXHIBITS. All exhibits and addenda referred to in this Agreement are attached hereto and incorporated herein by reference.

17. BINDING AGREEMENT. This Agreement shall be binding upon the Parties hereto, any successors in interest thereto, and any assigns thereof.

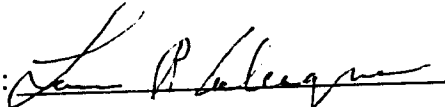
18. ENTIRE AGREEMENT. This document represents the entire Agreement between the Parties, and supersedes any prior written or oral negotiations and representations between the Parties.

19. SEVERABILITY CLAUSE. If any provision, or any portion thereof, contained in the Contract is held unconstitutional, invalid, unenforceable, or contrary to public policy, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

20. EFFECTIVE DATE. This Agreement shall take effect on September 15, 2009.


IN WITNESS WHEREOF, both Parties hereto have executed this Agreement on the date set forth beneath their respective signatures. Each person signing represents that he or she holds full authority to enter this Agreement, and by signing intends to bind their principal to the terms hereof.

REDEVELOPMENT AGENCY  
OF THE COUNTY OF MONTEREY

By: 

Date: 9-25-09

MONTEREY -SALINAS TRANSIT

By: 

Date: 8/28/2009

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# EXHIBIT B

## Whispering Oaks Development Program MST/RDA COST SUMMARY

Whispering Oaks Development Program				
MST/RDA COST SUMMARY				
Activity	TOTAL COST	MST '(R) Shared Cost 41%	9/9/2009 RDA (W)	
			Sole Cost	Shared Cost 59%
<u>Both Developments Together</u>				
Zone Change				
Fees				
RDA Consultant support (RBF)	\$ 59,300	\$ 24,300		\$ 35,000
Tentative Subdivison Map	\$ 12,700	\$ 5,200		\$ 7,500
Fees				
Consultants (Whitson)	\$ 28,000	\$ 11,500		\$ 16,500
EIR (1)	\$ 53,400	\$ 21,900		\$ 31,500
Planning Dept costs (staff, consultant, etc)	\$ 298,000	\$ 122,000		\$ 176,000
RDA Consultant support (Whitson)	\$ 12,000	\$ 5,000		\$ 7,000
RDA Consultant support (RBF)	\$ 5,100	\$ 2,100		\$ 3,000
FORA Consistency Determination				
Consultant support (RBF)	\$ 1,500	\$ 500		\$ 1,000
DFG 2081 Take Permit				
Consultant (RBF)	\$ 1,500	\$ 500		\$ 1,000
Consultant (Zander)	\$ 24,500	\$ 10,000		\$ 14,500
DFG Processing Fee	\$ 2,500	\$ 1,000		\$ 1,500
Subtotal Combined Devel	\$ 498,500	\$ 204,000		\$ 294,500
<u>Whispering Oaks Subdivision</u>				
General Development Plan				
Fees				
Consultant (RBF)	\$ 7,000		\$ 7,000	
Consultant (Whitson)	\$ 6,000		\$ 6,000	
Use Permit - Tree Removal	\$ 10,000		\$ 10,000	
Fees				
	\$ 3,000		\$ 3,000	
Subtotal RDA	\$ 26,000		\$ 26,000	
RDA Costs of DDA Negotiation	\$ 30,500	\$ 13,000		\$ 17,500
RDA Staff Costs - Gen'l Project Admin	\$ 20,000	\$ 8,000		\$ 12,000
<b>TOTAL COST</b>	<b>\$ 575,000</b>	<b>\$ 225,000</b>	<b>\$ 26,000</b>	<b>\$ 324,000</b>
(1) Estimates for EIR may vary				

(1) Estimates for EIR may vary

