

Monterey County

*Monterey County Government Center
Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901*



Meeting Agenda - Final

Tuesday, October 13, 2020

10:30 AM

**IMPORTANT COVID-19 NOTICE ON PAGES 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINAS 2-4**

<https://montereycty.zoom.us/j/224397747>

East Garrison Community Services District

*Chair Supervisor Chris Lopez - District 3
Vice Chair Supervisor Jane Parker - District 4
Supervisor Luis A. Alejo - District 1
Supervisor John M. Phillips - District 2
Supervisor Mary L. Adams - District 5*

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in three ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

c. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

3. You are encouraged to participate via Zoom as the Monterey Room on the 2nd floor of the County Government Center will not be available for overflow seating during this meeting.

Aviso importante sobre COVID 19

Basado en la guía del Departamento de Salud Pública de California y la Oficina del Gobernador de California, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanecen abiertas, le recomendamos que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en http://monterey.granicus.com/ViewPublisher.php?view_id=19, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer un comentario público general o comentar un tema específico de la agenda, puede hacerlo de tres maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. Si está viendo la transmisión en vivo de la reunión de la Junta, puede enviar su comentario, limitado a 250 palabras o menos, al Secretario de la Junta en publiccomment@co.monterey.ca.us. Los comentarios del público en general deben recibirse durante el elemento de Comentarios del público en general en la agenda, y los comentarios sobre los elementos específicos de la agenda deben recibirse mientras se escuchan. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, indique en la línea de asunto, el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de ítem (es decir, el ítem No.

10). Se hará todo lo posible para leer su comentario en el registro, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Los comentarios recibidos después de un ítem de la agenda serán parte del registro si se reciben antes del final de la reunión.

c. Puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono, llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite.

Se lo colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

3. Se le anima a participar a través de Zoom ya que la sala Monterey en el segundo piso del Centro de Gobierno del Condado no estará disponible para asientos adicionales durante esta reunión.

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

Please refer to the separate agenda for the Board of Supervisors

10:30 A.M. - Call to Order

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Consent Calendar

1. Acting as the Board of Directors of the East Garrison Community Services District (EGCSD) approve and authorize the Chair to sign a Non-Standard Agreement by and between EGCSD and John H. Beatty & Associates, Inc. to provide a Reserve Funds Study for EGCSD, under Request for Proposals #10754, in a total amount not to exceed \$22,380, and for a term beginning October 13, 2020 to June 30, 2021.

Attachments: [Board Report](#)
[Attachment A-RFP #10754](#)
[Attachment B-Addendum No. 1 to RFP #10754](#)
[Attachment C-NSA John H. Beatty & Associates](#)

Adjournment



Monterey County

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: EGCSD A 20-001

October 13, 2020

Introduced: 9/29/2020

Current Status: Consent Agenda

Version: 1

Matter Type: East Garrison CSD
Agreement

Acting as the Board of Directors of the East Garrison Community Services District (EGCSD) approve and authorize the Chair to sign a Non-Standard Agreement by and between EGCSD and John H. Beatty & Associates, Inc. to provide a Reserve Funds Study for EGCSD, under Request for Proposals #10754, in a total amount not to exceed \$22,380, and for a term beginning October 13, 2020 to June 30, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors, acting as the Board of Directors of the East Garrison Community Services District (EGCSD), approve and authorize the Chair to sign a Non-Standard Agreement by and between EGCSD and John H. Beatty & Associates, Inc. to provide a Reserve Funds Study for EGCSD, under Request for Proposals #10754, in a total amount not to exceed \$22,380, and for a term beginning October 13, 2020 to June 30, 2021.

SUMMARY/DISCUSSION:

East Garrison is an unincorporated community in Monterey County, California. A Community Services District (CSD) was established for the East Garrison community in 2005. The East Garrison CSD (EGCSD or District) currently utilizes a Reserve Policy consistent with the recommendations of the California Special Districts Association. The Reserve Funds Study is intended to confirm establishment and maintenance of a reserve account to meet the current known and unknown future obligations of the District and to address unanticipated expenses and revenue shortfalls for EGCSD.

EGCSD solicited proposals from qualified consulting firms through Request for Proposals (RFP) #10754 (Attachment A and Attachment B-Addendum No. 1) to prepare a comprehensive Reserve Funds Study (Study) for EGCSD, in accordance with the specifications set forth in the RFP. John H. Beatty & Associates, Inc. was selected for their expertise and capabilities necessary to provide these services through a competitive selection process. The intent of the Study is to assess and evaluate the District's current reserve fund level policies and practices, to recommend future funding levels that provide for stabilization of special annual taxes, capital assets replacement cost and improvements, funding of road repairs, and provide for an undesignated contingency fund reserve for the District.

RMA requests the Board, acting as the Board of Directors of EGCSD, approve the proposed Non-Standard Agreement (NSA) with John H. Beatty & Associates, Inc. (Attachment C) to complete a Reserve Funds Study for EGCSD, in a total amount not to exceed \$22,380, for a term beginning October 13, 2020 to June 30, 2021. Services in the NSA include the assessment and evaluation of current Reserve Fund level policies and practices, analysis of capital assets and

equipment, and recommendations on EGCSA Reserve Fund policies and funding.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, acting as Counsel for EGCSA, and the Auditor-Controller's Office reviewed and approved the NSA as to form and fiscal provisions, respectively. The Office of the County Counsel-Risk Manager reviewed and approved the NSA as to liability and indemnification provisions, including the modification to the standard indemnification language

FINANCING:

Funding for staff time to prepare the report and fund the proposed consultant agreement is available in the FY 2020-21 Adopted Budget for EGCSA, Fund 181, Appropriation Unit RMA106, and is derived from a special tax imposed upon residential properties within East Garrison. No impact to the County General Fund will result from this recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action complies with the Board of Supervisors' Economic and Administration Strategic Initiatives by providing for adequate reserves needed to fund replacement costs and adequate staffing to manage EGCSA's day-to-day operations.

- ☒ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: Dawn Yonemitsu, RMA Special Districts Management Analyst I (831) 755-5304

Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager

Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency

Approved by: Carl P. Holm, AICP, RMA Director

Attachments:

Attachment A-RFP #10754

Attachment B-Addendum No. 1 to RFP #10754

Attachment C-NSA with John H. Beatty & Associates, Inc.

(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

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Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
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Legistar File Number: EGCSA 20-001

October 13, 2020

Introduced: 9/29/2020

Version: 1

Current Status: Agenda Ready

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- ☒ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: Dawn Yonemitsu, RMA Special Districts Management Analyst I (831) 755-5304

Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager

Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency 

Approved by: Carl P. Holm, AICP, RMA Director 

Attachments:

Attachment A-RFP #10754

Attachment B-Addendum No. 1 to RFP #10754

Attachment C-NSA with John H. Beatty & Associates, Inc.

(Attachments are on file with the Clerk of the Board)

Attachment A

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REQUEST FOR PROPOSALS (RFP)

#10754

FOR THE
EAST GARRISON COMMUNITY SERVICE DISTRICT
(EGCSD)

RESERVE FUNDS STUDY
EAST GARRISON, CA 93933

RFP Release Date: December 20, 2019

Proposals Due: January 17, 2020 at 4:00 PM (PST)

1. INTRODUCTION

East Garrison is an unincorporated community in Monterey County, California. A Community Services District (CSD) was established in 2005. The East Garrison Community Services District (EGCSD) currently utilizes approved adoption of a Reserve Policy consistent with the recommendations of the California Special Districts Association. The Reserve Funds Study is intended to confirm establishment and maintenance of a reserve account to meet the current known and unknown future obligations and to address unanticipated expenses and revenue shortfalls for the EGCSD.

2. PROPOSAL SUBMISSION

A total of three (3) identical proposals to address the Scope of Work must be submitted to and labeled as follows:

Monterey County Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Attention: Bonnie Perez, Management Analyst II
"RFP for the EGCSD Reserve Funds Study"

Proposals must be submitted by no later than 4:00 pm on January 17, 2020. Late submissions after the deadline will not be accepted.

3. SCHEDULE OF ACTIVITIES:

| | |
|------------------------------------|---------------------------|
| RFP Release: | 12/17/2019 |
| Inquiry Deadline: | 1/10/2020 @ 2:00 PM (PST) |
| Proposal Submission Deadline: | 1/17/2020 @ 4:00 PM (PST) |
| Proposal Review: | January, 2020 |
| Notification of Anticipated Award: | January, 2020 |
| Tentative Agreement Date: | February/March, 2020 |

4. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

- A. Procedural inquiries shall be directed to Bonnie Perez at perezb@co.monterey.ca.us. Pre-submittal technical inquiries shall be directed to 194-RMAEastGarrison@co.monterey.ca.us.
- B. EGCSD Information is available online at RMA's website. <https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/special-districts>.
- C. In reference to the Operations and Maintenance Plan attached, please note on November 20, 2017 the Monterey County Board of Supervisors, acting as the Board of Directors of the East Garrison Community Services District (EGCSD), amended the East Garrison Urban Services Agreement, approving the transfer of ownership and maintenance responsibilities for the East Garrison neighborhood parks from the East

Garrison Community Associations (HOA) to the EGCSO. The attached Operations and Maintenance Plan for the East Garrison Development, dated August 30, 2012, does not reflect this change. When referring to the Operations and Maintenance Plan, please note that any reference to HOA owned neighborhood parks, specifically in Table 1 on page 3 and Section 5.2 on page 21, should be regarded as being owned and maintained by EGCSO. This applies to parcels: P1.1 (Neighborhood Park B/Eleanor Roosevelt Park), P1.2 (Neighborhood Park A/Cordell Hull Park), P1.3 (Town Center Park, unconstructed), P2.1 (West Camp Park), P2.2 (Neighborhood Park C/Douglas MacArthur Park), P3.1 (Arts Park) and P3.2 (Bluff Park/Courts). The attached ownership maps dated October 12, 2017, are accurate and reflect the changes that were made in November 2017.

5. SCOPE OF SERVICES

A. PROJECT OBJECTIVES

The East Garrison Community Services District (hereon, "EGCSO" or "District") is soliciting proposals from qualified consulting firms to prepare a comprehensive Reserve Funds Study (Study) for the EGCSO. The intent of the study is to assess and evaluate the District's current reserve fund level policies and practices, to recommend future funding levels that provide for stabilization of special annual taxes, capital assets replacement cost and improvements, funding of road repairs, and to provide for an undesignated contingency fund reserve for the District.

In making its recommendations, the final reports contained in the Study shall explicitly include the analysis, recommendations and deliverables as outlined in the Scope of Work below:

B. SCOPE OF WORK

The selected Contractor shall:

1. ASSESSMENT AND EVALUATION OF CURRENT RESERVE FUND LEVEL POLICIES AND PRACTICES

- a. Provide an analysis of EGCSO's Reserve Funds Policies and Practices, including, but not limited to:

- i. Undesignated Contingency

- 1. Current target level based on thirty percent (30%) of EGCSO's operating expenses from prior two (2) years

- ii. Capital Facilities and Equipment Replacement

- iii. County Road Repair and Replacement

- 1. Current reserve level set at \$300,000

- iv. Special Annual Tax Stabilization

- 1. Maximum annual tax adjusted annually by four percent (4%)

2. ANALYSIS OF CAPITAL ASSETS AND EQUIPMENT

- a. Provide an analysis of EGCSO's current Capital Assets and Equipment, via assessment of the following tasks:

- i. Inventory and assessment of current EGCSO capital assets

- ii. Estimate of the total useful life of each asset and its estimated remaining useful life
 - iii. Estimate of the replacement cost of each asset, both at current cost and projected cost when replacement is projected to occur
 - iv. Identification of short and long-term improvements and replacements projected over a 20-year period. Necessary maintenance, repair and replacement should be identified. Include an estimate of the total funding necessary by fiscal year (July 1 – June 30) to allow for adequate reserves for capital asset replacement at the project time
 - v. Evaluation of short and long-term budget implications, reserve fund requirements, financing options, cost saving measures and potential revenue sources associated with the capital assets
 - b. Provide an analysis of short and long-term budget implications, reserve fund requirements and financing options
3. PRESENT RECOMMENDATIONS ON EGCSO RESERVE POLICIES AND FUNDING
- a. Provide, if needed, a comparison of the recommended changes in EGCSO's current Reserve Fund Policies and Practices and the difference between the current policies and practices and the recommended policies and practices.
 - b. Provide an assessment of the revenue stream generated by the Special Annual Tax Stabilization and its ability to continue future funding. Based on the outcome of the assessment, recommend a target level requirement to ensure future funding is met.
 - c. Provide recommendations to meet short and long-term revenue requirements of EGCSO's operations.
 - d. Provide financial projections which take into consideration the existing reserve fund policies, and make recommendations to modify those policies, if appropriate, to meet industry standards.
 - e. Provide recommendations to cover future replacement cost of capital assets.
 - f. Provide sample policies and procedures for capital asset management.
 - g. Meet and confer with County and EGCSO staff as needed throughout the process.
 - h. Attend one EGCSO Advisory Committee Meeting to present the interim status of the study and obtain input. Present final recommendation to the EGCSO, either at the Advisory Committee or Board of Directors, upon completion of analysis.
 - i. Provide additional recommendations as deemed appropriate based on review of funds and findings.
4. DELIVERABLES
- a. Develop policies and procedures to establish a contingency reserve for years where expenses are higher than revenues and to reduce fund balance when it exceeds levels identified in the reserve policies.

- b. Provide a stable and equitable funding plan to cover unanticipated expenditures and revenue shortfalls.
- c. Develop a replacement plan that incorporates costs for all road and facilities constructed by EGCSO in all three (3) development phases to cover one hundred percent (100%) of the replacement value for each facility at the end of its useful life and determine the needed funds for replacement.
- d. Develop a replacement plan for capital asset management.
- e. Provide a recommended target level for each of the reserve funds to cover operating and capital replacement as well as cash flow and unforeseen events.
- f. Develop a Reserve Fund Policy for EGCSO and present the new policy to EGCSO's Board of Directors for adoption.

6. PROPOSAL SUBMISSION GUIDELINES:

- A. Contractors must submit three (3) copies of their proposal; one (1) with an original signature. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: "EGCSO RESERVE FUNDS STUDY" and delivered to the Monterey County Resource Management Agency Attn: Bonnie Perez at 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527.
- B. Proposals received after the date and time specified will not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.
- C. Contractors are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the Contractor's risk.
- D. Contractors are expected to provide a schedule for conducting the review and analysis of the Reserve Funds Study.
- E. Proposals must include qualifications and experience of Contractor team members conducting the Reserve Funds Study.
- F. All proposals shall be dated and signed by a representative of the Contractor who is authorized to enter into an Agreement (see Attachment C) for the proposing Contractor.
- G. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the Contractor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Contractor.
- H. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Contractor shall become the property of the EGCSO.
- I. Stated days shall be interpreted as calendar days, excluding legal holidays. Contractor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Contractor's risk. This includes, but is not to be limited to, all relevant laws and regulations of the State of California and the United States Government.
- J. Upon submittal of a proposal to the EGCSO, the proposal becomes the property of the EGCSO and is subject to the California Public Records Act.

- a. Unless otherwise compelled by a court order the EGCS D will not disclose any proposal while the EGCS D conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the EGCS D either awards an Agreement to a successful Contractor, or the EGCS D rejects all proposals, the EGCS D shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to Public disclosure.
- b. If a Contractor believes that any portion of its proposal is subject to a legal exception to Public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the EGCS D identify the legal basis for exception from disclosure under the Public Records Act; and (3) Contractor shall defend, indemnify, and hold harmless the EGCS D regarding any claim by any third (3rd) party for the Public disclosure of the "Confidential" portion of the qualifications submittal.

7. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- A. A proposal that is in the possession of the EGCS D shall only be altered by letter or email addressed to perez@co.monterey.ca.us, bearing the signature of the Contractor's authorized representative, provided it is received prior to the RFP submission deadline.
- B. A proposal that is in the possession of the EGCS D may be withdrawn by the Contractor up to the time of the deadline for submission of proposals.

8. AWARD AND AGREEMENT INFORMATION:

- A. The EGCS D hereby notifies all Contractors that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Contractor agrees that should it be awarded an Agreement (see Exhibit B), Contractor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The EGCS D reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the EGCS D to do so. The EGCS D will select the Contractor whose proposal is determined by the EGCS D to be the most responsive and responsible proposal. The EGCS D will be the sole judge in making such a determination.
- D. The successful Contractor will be required to enter into and sign an Agreement (see Attachment C) with the EGCS D which will be in effect for the duration of the Agreement period.

- E. The terms and conditions of this RFP as well as the Contractor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the Agreement (see Attachment C).
- F. Prior to final selection, Contractor shall be required to submit any additional information that the EGCSO deems necessary to determine the Contractor's qualifications.
- G. Open Procurement
 - a. The Contractor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Contractor's proposal. Items and/or services that the Contractor intends to be offered on a unit price basis must be identified as such. The EGCSO's objective is to clarify all purchase options.
 - b. The EGCSO reserves the right to negotiate changes to the original proposal(s), including changes in cost and/or unit price.
 - c. The EGCSO reserves the right to accept or reject any or all proposals in whole or in part.
 - d. The EGCSO reserves the right to award an Agreement to more than one (1) Contractor.

9. LIST OF ATTACHMENTS:

Attachment A - EGCSO Maps

Attachment B - EGCSO Operations and Maintenance Plan

Attachment C - EGCSO Standard Agreement



EXHIBIT 'B'

CSD OWNERSHIP/MAINTENANCE EXHIBIT

EAST GARRISON

MONTEREY COUNTY, CA

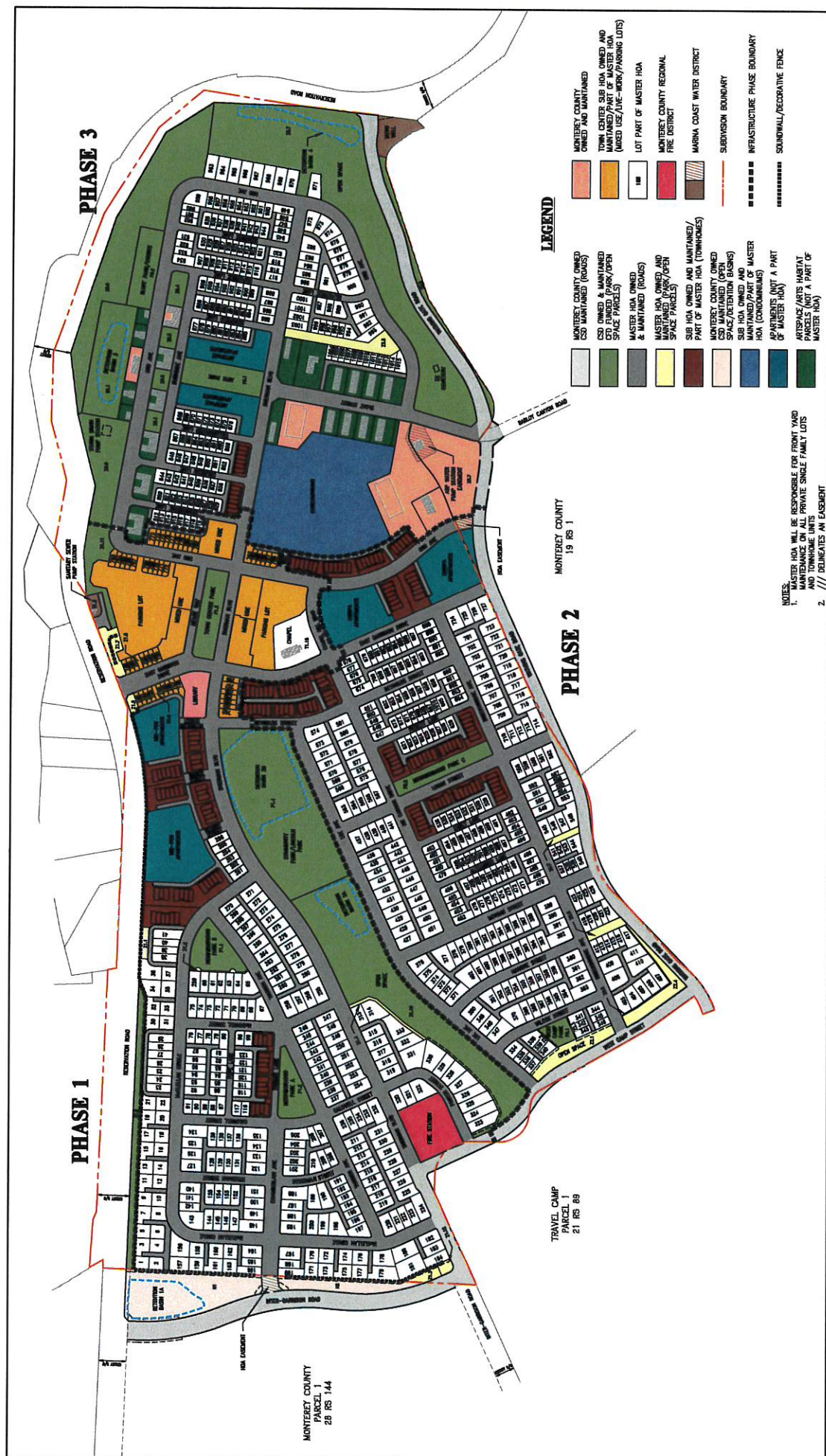


OCT 12, 2017
Sheet 1 of 1



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OPERATIONS AND MAINTENANCE PLAN

**EAST GARRISON DEVELOPMENT
MONTEREY COUNTY, CALIFORNIA**

ENGEO
INCORPORATED

Submitted to:

Mr. James Fletcher
UCP East Garrison, LLC
c/o Union Community Partners
6489 Camden Avenue, Suite 204
San Jose, California 95120

Prepared by:

ENGEO Incorporated

April 7, 2007

Latest Revision August 30, 2012

Project No.

5866.400.002

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- Expect Excellence -

Project No.
5866.400.002

April 7, 2007
Latest Revision August 30, 2012

Mr. James Fletcher
UCP East Garrison, LLC
c/o Union Community Partners
6489 Camden Avenue, Suite 204
San Jose, California 95120

Subject: East Garrison Development
Monterey County, California

OPERATIONS AND MAINTENANCE PLAN

Dear Mr. Fletcher:

ENGEO Incorporated (ENGEO) is pleased to provide this Operation and Maintenance Plan (OMP) for infrastructure facilities and open space areas associated with the East Garrison project in Monterey County, California. This document updates and replaces the previous OMP prepared by ENGEO, dated April 7, 2007 revised February 4, 2008.

The OMP provides a framework for defining the responsibilities, priorities and activities for the maintenance of project infrastructure facilities and improvements. Additionally, the OMP identifies the mechanisms available to fund the operations and maintenance of these facilities. The structure of the OMP allows for changes in the operations and maintenance activities based on modifications in the site design or conditions, which may vary over time.

Sincerely,

ENGEO Incorporated

Jeffrey A. Adams, PhD, PE
Associate

Julia A. Moriarty, GE
Principal

Uri Eliahu, GE
President

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APPENDIX A – Summary of Project Capital Improvements

APPENDIX B – Operations and Maintenance Manual

APPENDIX C – HOA and CSD Maintenance Budgets

APPENDIX D – Maintenance Checklist

1.0 INTRODUCTION

This document sets forth the operations and maintenance activities for infrastructure and improvements within the East Garrison development (Project), located in Monterey County, California. The purpose of this document is to define the public and common area maintenance responsibilities for the Community Services District (CSD) and Homeowners Associations (HOAs) associated with the Project.

The intent of this Operations and Maintenance Plan (OMP) is to create a framework for the maintenance of major infrastructure components for the Project. Some of these components will be maintained by the CSD and HOAs. This framework includes anticipated general maintenance activities, financing plans, and assignment of maintenance responsibilities to the respective entities described herein. Amendments to this Operations and Maintenance Manual (OMM) can be prepared, if requested, once construction of the infrastructure improvements has been completed and more details pertaining to the infrastructure and related amenities are available.

This Operations and Maintenance Plan (OMP) has been prepared to satisfy Conditions of Approval (COAs) 196 and 200 associated with the proposed project. COA 196 and 200, respectively, are as follows:

COA 196 – Prepare an OMP for all CSD facilities subject to the approval of the Director of Public Works. Said OMP shall include a detailed inventory of all facilities, operating requirements of each item, schedules, and proposed maintenance strategies for the perpetuation of the facilities. The OMP shall take into account the phasing of the project over time and the financial needs for completion of the work on schedule. The OMP shall include an estimated cost for completion of the operating and maintenance strategy requirements, capital replacement, and an operating reserve over time for completion of each phase of the development and at completion of the development.

COA 200 – Prepare an OMP for all infrastructure not included in the CSD inventory subject to the approval of the Director of Public Works. Develop, execute, and record an agreement subject to the approval of the Director of Public Works with the suitable or appropriate entity for acceptance, use, operation, and maintenance of the infrastructure in accordance with the approved operation and maintenance plan.

An Urban Services Agreement (USA) has been agreed upon between the County of Monterey and the East Garrison Community Services District (CSD) (adopted on July 18, 2006). The CSD was formed following a duly noticed public hearing on October 10, 2005. Further, the CSD, UCP East Garrison, LLC (Developer), and the County of Monterey have cooperated in the formation of the East Garrison Public Financing Authority to act as a Community Facilities District (CFD) for the purposes of financing certain public improvements within the proposed development. The CFD has imposed a special tax in order to finance CSD maintenance of public improvements, as outlined in later sections of this document. The Developer has agreed to form one or more HOAs and “sub”-HOAs. The HOAs will levy an assessment on homeowners to

provide financing for several public and private services and maintenance activities not assumed by the CSD or the County of Monterey for the Project. The specific maintenance activities for each of these entities are presented within later sections of this document.

2.0 BACKGROUND

2.1 SITE LOCATION AND DESCRIPTION

The property is situated within a portion of the inactive Fort Ord military base, specifically located south and east of Reservation Road off the intersection of Reservation Road and Inter-Garrison Road in East Garrison, California. The current Project consists of 244 acres that are situated within the greater East Garrison site of 800 acres.

The site is situated on top of a steeply sloping bluff for the eastern portion and at the base of a depression for the western portion. Elevations range from about 25 feet above mean sea level (msl) at the base of the bluff slope along the eastern boundary to about 225 feet above msl along the western and southwestern boundaries. The interior portions form three gently sloping plateaus at elevations of roughly 150, 175, and 200 feet above msl within the eastern, southern, and northern areas, respectively. Moderately steep interior slopes to create the elevation differences are located between the plateaus (ENGEO, 2005).

Prior to redevelopment, the site was occupied by old military buildings, including officers' quarters, mess halls, ammunition buildings, a chapel, a theatre, a battle simulation building, an abandoned wastewater treatment facility, a small above-ground water tank, latrines, open-space exercise ranges, random additional buildings, and numerous concrete slabs where former buildings were sited. A few perimeter retaining walls were also found along the top of slope along the eastern bluff up to 8 feet in exposed height. Internal paved roads, parking areas, and dirt roads were situated within the site, as well as numerous trees and ground covering (ENGEO, 2005).

The Project consists of numerous land uses. Approximately 1,400 residential units and up to 70 carriage units are situated within the Project. These residences consist of single-family homes, townhomes, apartments, condominiums, mixed-use units, and live-work spaces. Several historic buildings within the project have been refurbished and prepared for new uses. The Project includes nearly 13 acres of parks and approximately 35 acres of non-park open space/common area, including the Whitcher Family Cemetery. Additionally, a fire station and a library have been constructed within the Project boundaries. Other planned improvements include water detention, water quality, and flood control facilities; public roads, private roads, and lanes; wet and dry utilities; transit facilities; and a County Sheriff field office.

3.0 MAINTENANCE AND OWNERSHIP ENTITIES

As described above, the Conditions of Approval and the Urban Services Agreement have directed the formation of several entities for the operations and maintenance of Project

infrastructure and improvements. The entities and their maintenance responsibilities are presented in detail in later sections of this document. The maintenance delineation by parcel for the CSD, HOA, and Monterey County is presented in Exhibits A-F. The Urban Services Agreement includes a table describing public services and the respective funding sources. This table is presented below.

TABLE 1
Summary of Public Services and Proposed Funding Sources

| Public Service | Proposed Funding Source |
|---|-------------------------|
| Recreation Maintenance and Programs Library Services/Maintenance Sheriff Custody Operations/Coroner/Public Administrator Other General Fund Expenses | County General Fund |
| East Garrison Perimeter Public Roadways and Right-of-Ways Drainage, Stormwater and Flood Control Systems in Public Right-of-Ways or Easements Community Park and Open Space, including Whitcher Family Cemetery Sheriff Protection Select Fencing | CFD Special Tax/CSD |
| Fire Protection | SRFD Special Tax |
| Private Roadways and Right-of-Ways Common Area Property Select Private Homeowner Property Transit Stop Facilities Neighborhood Parks and Select Open Space Entry Statements Drainage and Stormwater Systems in Private Right-of-Ways or Easements | HOA Fees |

3.1 COMMUNITY SERVICES DISTRICT (CSD)

The Community Services District (CSD) was formed on October 10, 2005, at a duly noticed public meeting in order to provide certain public services in a cost efficient manner. The maintenance delineation by parcel for the CSD is presented in Exhibits A-F. The CSD shall be responsible for the following functions:

- Provide funding and maintenance of all right-of-way in County-owned public streets per Exhibits A-F.
- Ownership and maintenance of drainage, stormwater, and flood control systems in public right-of-ways or easements.
- Ownership and maintenance of the Community Park and open space.

- Maintenance of County-owned open space parcels H1 and H2, including detention basin facilities.
- Landscaping on common areas and open space areas not owned by the HOA.
- Ownership and maintenance of most detention basins.
- Portions of fencing: Area along West Camp Street to Youth Camp; areas within open space, parks, detention basins and/or common areas.
- Ownership and Maintenance of the Whitcher Family Cemetery.

3.2 HOMEOWNER'S ASSOCIATION

One or more HOAs shall be formed to provide for services and maintenance activities not provided by the CSD or other entities. The HOA system shall provide maintenance activities for large portions of common space and improvements within the Project. The HOAs shall represent the following landowner groups: single-family homes (Groves, Garden, Bungalow, Bluffs, Courtyards, Village), townhomes, town center, town center lofts, and live-work units. Additionally, the HOAs will provide specialized maintenance for other homeowner/tenant groups. HOAs will be formed for the following groups: condominiums, townhomes, and town center (mixed-use, live-work, and parking lots). The maintenance delineation by parcel for the HOAs is presented in Exhibits A-F. The HOAs shall perform the following functions on private HOA parcels or easements.

- Maintenance of common area property.
- Maintenance of privately owned property where appropriate (possible examples include yards in clusters, mailboxes, front yards, etc.).
- Ownership and maintenance of select parks and open space.
- Landscape maintenance (not including certain affordable units or lane landscaping).
- Ownership and maintenance of right-of-way in all private roads and lanes, including all fixtures, select landscaping and irrigation, sidewalks and drainage; not including other underground utilities or lane landscaping.
- Street name signs.
- Traffic control signs.
- Street lighting (nighttime illumination).

- Maintenance of sound wall extending along Reservation Road (outside facing toward Reservation Road; maintenance includes structural elements to preserve the structural integrity of the wall).

Depending on the residence type, HOAs may be required to provide maintenance to the following facilities, where appropriate:

- Structures
- Painting
- Roofs
- Fire alarms
- Fire sprinklers
- Porches/decks
- Landscaping at townhomes, condominiums, town center, live/work, or otherwise designated

3.3 MONTEREY COUNTY

Monterey County shall provide several services to the East Garrison project. The County shall assume the obligation of these services and provide funding; details regarding these services are not provided within this document. The maintenance delineation by parcel for Monterey County and/or the Monterey County Redevelopment Agency is presented in Exhibits A-F. Monterey County will provide the following functions:

- Ownership of all right-of-way in County-owned public streets per Exhibits A-F.
- Inspection and maintenance of traffic signal systems.
- Ownership of CSD-maintained H1 and H2 parcels.
- Library ownership and operation.
- County Sheriff custody operations.
- Coroner services.
- County Public Administrator services.
- Recreational services and programs.
- Other basic County services not otherwise allocated to any other entity.
- Monterey County Sheriff – law enforcement services.

3.4 OTHER ENTITIES

Other entities shall be responsible for providing services to the East Garrison project. These include the following:

- Monterey County Regional Fire District (MCRFD) – fire protection services, maintenance, and ownership of fire station.
- Marina Coast Water District (MCWD) – water and wastewater services.

- Dry Utilities – including, but not limited to, electricity, natural gas, and telecommunications.

4.0 COMMUNITY SERVICES DISTRICT (CSD) RESPONSIBILITIES

4.1 ROADS

Roads associated with the Project shall include perimeter roads, interior streets, and lanes. Exhibits A-F presents details regarding ownership and maintenance funding/responsibilities of respective public roads, private roads, and lanes. Perimeter public roads, private roads, and lanes constitute an area of approximately 74 acres within and surrounding the Project.

Public perimeter roads associated with the Project include portions of Inter-Garrison Road, Sherman Boulevard, West Camp Street, and Watkins Gate Road. These roads shall be owned by Monterey County; however, maintenance and funding will be provided by the CSD through collection of CFD special tax. According to the Urban Services Agreement, the CSD shall also be responsible for funding the following maintenance activities associated with project public perimeter roads: select areas of landscaping, signals, signage, lighting, monuments, other noise mitigation measures, buffers, grade separations, bridges, sidewalks, multi-purpose paths, and community and neighborhood entries into public roads. A summary of the maintenance responsibilities is presented in Exhibits A-F. A table summarizing capital improvements related to roadway construction is presented in Appendix A.

The following is a summary of anticipated on-going maintenance activities associated with the public perimeter roads associated with the Project.

- Pavement Sweeping – Sweeping and debris collection along streets, lanes, bicycle lanes, shoulders, and sidewalks shall be the responsibility of the CSD.
- Pavement Repair – The CSD will be responsible for periodic inspections of pavement areas in public right-of-ways. In the event that distressed pavement areas are identified, these areas shall be repaired in an appropriate manner. Possible remedies include pavement overlays, slurry seals, or “point and-patch” activities. It is anticipated that pavement would have a useful life of 20 years. Seal coats are anticipated to be applied once every three years.
- Drainage Facilities – Drainage facilities associated with public right-of-ways, including curb-and-gutter structures, inlets, and manholes shall be inspected on a semi-annual basis. Storm drains shall be inspected on an annual basis. Debris removal from inlets and catch basins/traps shall be performed on a semi-annual basis; once in the spring and once in the fall prior to the onset of the wet season.
- Sidewalk and Curb-and-Gutter Repair – The CSD will be responsible for periodic inspection of sidewalks and curb-and-gutter structures. Sidewalks and curb-and-gutter structures shall be inspected for distressed conditions. In the event that distressed pavement is observed, repairs will be performed on an as-needed basis if the situation poses a threat to public safety.

- **Street Lighting System** – Street lights within public right-of-ways shall be inspected and/or repaired in a manner consistent with maintaining public safety. It is anticipated that light fixtures would have a useful life of 20 years and that light bulbs would be replaced every four years.
- **Landscaping** – Landscaping will be provided along public street medians as well as in other locations within public road right-of-ways. Typical landscaping maintenance activities (mowing, leaf control, pruning, planting, weed/invasive species removal, irrigation system maintenance, and fertilizing) should occur on a regular basis consistent with proper care guidelines for specific plant species that are used in landscaped areas. Irrigation system components include controllers, backflow controls, and remote control valves. These components are expected to have a 10- to 12-year useful life.
- **Signage** – Street signs in public streets shall be maintained to prevent public safety from being compromised. Damaged or stolen signage shall be replaced on an as needed basis. Signs are expected to have a 20-year useful life.
- **Pavement Markings** – Pavement markings in public streets (e.g. striping) shall be inspected to protect public safety. Damaged or worn striping shall be replaced on an as-needed basis.

Table 2 outlines the on-going maintenance program for the interior and exterior roads associated with the project. This table as well as subsequent annual maintenance cost tables presented in this document has been prepared based on estimated annual maintenance costs provided by RBF Consulting as estimated in May 2006.

TABLE 2
Estimated Public Road Annual Maintenance Schedule and Costs (Source: PCM Consulting Services, Inc., 2012)

| Improvements | Quantity | Unit | Estimated Annual Maintenance/ Replacement Cost | Maintenance Remarks |
|--|----------|------|--|----------------------------------|
| Public roadway asphalt slurry/striping | 346,845 | SF | \$7,627 | |
| Public roadway asphalt overlay | 346,845 | SF | \$48,558 | |
| Street Sweeping | 346,845 | SF | \$20,031 | Regular maintenance |
| Concrete curb and gutter repair | 16,710 | SF | \$1,671 | Repair |
| Public sidewalk concrete repair | 29,700 | SF | \$2,970 | Repair |
| Public Traffic Signals | 4 | EA | \$18,726 | Replacement Cost and electricity |
| Public Roadside Signs | 86 | EA | \$430 | Replacement |

Table 3, also presented in Appendix D, presents a checklist for annual roadway maintenance activities.

TABLE 3
Road Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|---------------------|---|-----|----|-----|---------------------|
| Street Pavement | Have streets been swept or are in need of sweeping? | | | | |
| | Are areas of street pavement exhibiting signs of distress? If so, to what degree? | | | | |
| | Are pavement markings coherent and visible? Are bicycle lanes clearly delineated? | | | | |
| | Does maintenance need to be scheduled to repair street pavement sections? | | | | |
| Drainage Facilities | Are curb and gutters in good condition and capable of directing surface flows? | | | | |
| | Are inlets and catch basins free of debris? | | | | |
| | Is there any evidence of ponding water or flow obstructions at or near inlets? | | | | |
| | Are any grates of safety devices missing or damaged at inlets? If so, what is degree of damage? | | | | |
| | Does maintenance need to be scheduled repair drainage facilities? | | | | |
| Signage | Are any street signs missing or in need of replacement? | | | | |
| | Are street signs clean and visible from a proper distance? | | | | |
| | Do additional or replacement signs need to be ordered? | | | | |
| Sidewalks | Are sidewalks in need of sweeping or any type of debris removal? | | | | |
| | Are curb cuts and sidewalk access points free of debris and accessible? | | | | |
| | Is there any evidence of sidewalk pavement distress? If so, to what degree? | | | | |
| | Does maintenance need to be | | | | |

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|---------------|---|-----|----|-----|---------------------|
| | scheduled to remediate any noted problems? | | | | |
| Street Lights | Are streetlights/electroliers functioning? Are any structures in disrepair or danger of collapse? | | | | |
| | Are traffic signals in an operable condition? Have bulbs or LED matrices been replaced or are in need of replacement? | | | | |
| | Is there any evidence of damage that warrants maintenance or replacement? | | | | |

4.2 STORMWATER AND FLOOD CONTROL

Drainage, stormwater, and flood control systems shall be maintained by the CSD. With the exception of Parcels H1 and H2 per Exhibits A-F (County-owned), the CSD also owns these systems. A Stormwater Management Plan (SWMP) and Operations and Maintenance Manual (Balance OMM) have been completed for the Project by Balance Hydrologics, Inc. The Balance OMM is attached in Appendix B. The purpose of the SWMP is to identify opportunities and constraints for stormwater management at the site, control objectives for peak stormwater flows, presentation of stormwater basins to control site runoff, and identify Best Management Practices (BMPs) for the treatment of stormwater runoff (Balance Hydrologics, 2006, 2011).

As presented in the SWMP, the East Garrison storm drainage system required near total replacement to accommodate the Project. A conventional gravity flow pipe network was designed to direct runoff to a series of stormwater basins. These basins are used for water detention, groundwater recharge, and stormwater quality management (Balance Hydrologics, 2006, 2011).

A total of six basins are within and adjacent to the Project. The pipe network between select basins is used to route low flows and high flows into appropriate storage areas. Because of its proximity to relatively steep slopes and its use as a retention basin with pump system, Basin 3 is provided with a geosynthetic liner. Detention and infiltration of runoff occurs in other pond locations, and surface runoff or pumped runoff that enters into Basin 1A, at the northwestern extent of the Project, infiltrates into the subsurface at this location (Balance Hydrologics, 2006, 2011). Capital improvements related to on-site stormwater management are summarized in Appendix A. This summary, as well as subsequent capital expenditure tables presented in this document was prepared based on an inventory developed by Carlson, Barbee, and Gibson, Inc. in August 2006.

The infiltration of the stormwater runoff accomplishes dual objectives: groundwater recharge and stormwater quality management. In order to facilitate infiltration at the dual use sports fields, an infiltration gallery consisting of sand and gravel soil layers is located at Basin 2B to handle

nuisance flows and small storm flows. Additional source control BMPs are incorporated into the Project, including street sweeping, chemical application guidelines for public landscape management, public education materials, stenciling at catch basins and inlets, and covered dumpsters and loading dock areas (Balance Hydrologics, 2006, 2011).

The Marina Coast Water District (MCWD) shall operate Well No. 34 in the vicinity of the Project. On intermittent occasions, discharge of up to 2,500 gallons per minute (gpm) and indeterminate flows shall be routed to the Project storm drainage system and basin system. No additional maintenance is expected as a result of these intermittent flows.

The purpose of this version of the Balance Hydrologics Operations and Maintenance Manual (Balance OMM) is to present operations and maintenance guidelines for the detention basins at the Project (Balance Hydrologics, 2006, 2011). Several monitoring and maintenance activities presented in the Balance OMM are summarized below. The CSD shall be responsible for performing monitoring and maintenance activities. CSD funding shall be used to finance these activities. Table 4 presents a summary of maintenance and monitoring activities as well as associated schedules and costs, and Table 5 presents a checklist for maintenance activities. Table 5 is also presented in Appendix D, which includes checklists for other improvements associated with the Project.

4.2.1 Monitoring Program

- Water surface drawdown – Routine inspections after rain events to verify that the surface of retained water is dropping with time, indicating infiltration.
- Litter and coarse debris – Inspections to observe the relative quantity of deleterious materials that could interfere with stormwater conveyance.
- Condition of inlets and outlets – Inspection to assess if any obstructions or evidence of erosion is present at outlets.
- Erosion (general) – Inspection to determine if erosion or bank failures have occurred around the perimeter of the basins.
- Sediment deposition – Inspection during dry months to determine the extent of sediment deposition on basin floors.
- Vegetation – Inspection to determine the presence of vegetation greater than 5 feet in height or the presence of woody vegetation.
- Leakage through Basin 3 liner – Inspections to qualitatively assess the integrity and performance of the geosynthetic liner installed at Basin 3.

- Public safety – Inspections to determine the condition of basin signage, barriers, and evidence of improper encroachment.
- Vector control – Periodic inspection to observe if ponded water that could serve as mosquito habitat is present within the detention basins.
- Pump monitoring – Periodic observations to assess pumping performance and back-up generator system. Response to alarm system on an as-needed basis.

4.2.2 Monitoring Schedule

- Routine monitoring – Two full monitoring events per year; one during wet season following a storm resulting in 0.2 inch or more of precipitation.
- Extreme event monitoring – Monitoring events following a storm resulting in 2 inches or greater of precipitation in a 24-hour period.

Routine Maintenance Activities

- Removal of litter and coarse debris.
- Vegetation control and management.
- Cleaning of stormwater basin outlet structures.
- Stormwater Basin 2b junction box maintenance.

Non-Routine Maintenance

- Emergency outlet maintenance
- Bank repairs
- Sediment removal
- Geotextile liner repair
- Improper encroachment

TABLE 4

Stormwater/Flood Control Annual Maintenance Costs (Source: Balance Hydrologics, Inc.)

| Monitoring / Maintenance Activity | Frequency | Estimated Annual Maintenance / Replacement Cost | Maintenance Remarks |
|------------------------------------|---------------------------|---|---|
| Water surface drawdown observation | Following rainfall events | \$350 | Observe that water level falls at end of rain. |
| Inlet/outlet inspection | 2 per year | \$350 | Clean obstructions immediately if more than ¼ of pipe is obstructed |

| Monitoring / Maintenance Activity | Frequency | Estimated Annual Maintenance / Replacement Cost | Maintenance Remarks |
|--|---|---|---|
| Erosion observation | 2 per year | \$350 | Repairs likely if slump of 5 cubic yards or more |
| Sediment deposition observation | 2 per year | \$350 | Accumulations greater than 1 foot to be removed |
| Basin 3 liner inspection | 2 per year | \$350 | Check for wetting along adjacent bluff |
| Public safety inspection | 2 per year | \$350 | Check fences, barriers, and signage |
| Vector control | 2 per year | \$350 | Check for stagnant water or odor problems |
| Pump monitoring observation | 2 per year | \$350 | Pump maintenance schedule to be presented in separate report |
| Removal of litter and coarse debris | At least 2 per year; more during extreme events | \$2,800 | Performed by hand when basins are dry |
| Vegetation control and management | At least 2 per year; more during extreme events | \$11,200 | Prune when vegetation 5 feet or taller covers at least 30 percent of basin area |
| Cleaning of stormwater basin outlet structures | At least 2 per year; more during extreme events | \$2,240 | Optimal to clean during or after summer visit |
| Stormwater Basin 2b junction box maintenance | At least 2 per year; more during extreme events | \$1,400 | Requires annual summer maintenance |
| Emergency outlet maintenance | As needed | \$3,724 | Remediate immediately as needed |
| Bank repairs | As needed | \$2,800 | Optimally performed in late-summer |
| Sediment removal | As needed | \$10,260 | Sediments to be tested using TCLP procedure |
| Geotextile liner repair | As needed | \$1,000 | Repairs needed if significant leakage observed |
| Improper encroachment | As needed | \$2,800 | Repair breaches in fencing as necessary |

TABLE 5
Stormwater/Flood Control Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|------------------------------|--|-----|----|-----|---------------------|
| Inlet/Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Is there large vegetation growing within 6 feet of inlet opening? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Are there any obstructions blocking the opening of the topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to stabilize the slopes or embankments? | | | | |
| Infiltration Obstructions | Is there a buildup of algae or silt on the floor of the basin? To what degree? | | | | |
| | Does maintenance need to be scheduled to remove the buildup? | | | | |
| | Can the buildup be removed by hand or will vehicles be required? | | | | |
| Infiltration Rate Monitoring | Is there evidence of long-term (more than a week) ponding of water? Describe in the notes. | | | | |
| | Have direct observations been made of standing water in the | | | | |

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|--|--|-----|----|-----|---------------------|
| | basin for longer than 48 hours after the last pump cycle? | | | | |
| | What is believed to be the cause of the standing water? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Human Encroachment | Is there evidence of encroachment, vandalism, or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed encroachment? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

4.3 PARKS/OPEN SPACE

Eight parks are included within the Project. The parks located throughout the Project, total about 12.7 acres in area and range in size from 0.3 acre to 6.8 acres. One park is owned and maintained by the CSD, and seven parks are owned and maintained by the HOA.

The CSD owns and maintains the Community Park. Community Park/Lincoln Park, identified as Parcel P1.4, is located near the intersection of Sherman Boulevard and Reynolds Street. The park features landscaping, various pedestrian ways, seating areas, one soccer field, one baseball diamond, two playgrounds, one basketball court, picnic areas, a concession building, restrooms, drinking fountains, a large lawn area, and on-street parking facilities. Utilities include electrical service, storm and sanitary sewerage, irrigation, and potable water. The CSD also maintains Parcels H1 and H2 (owned by Monterey County).

Approximately 35 acres are dedicated to non-park open space within the Project; non-park open space parcels are owned and maintained by the CSD and HOA, respectively. Additionally, the CSD owns and maintains the Whitcher Family Cemetery. Several improvements/safety features are associated with the open space, including perimeter walls and gates, and detention basin fencing. A summary of capital improvements related to parks and open space is presented in Appendix A.

The Whitcher Family Cemetery is a small family burial plot (Burial Plot) that consists of five headstones and a large wooden cross. The Burial Plot contains the remains of members of the Whitcher family, one of the earliest families to settle in the greater Monterey Peninsula area. UCP East Garrison LLC (UCP) will provide a simple picket fence surrounding the Burial Plot, with a gate, and will also provide a memorial plaque and concrete bench identifying those buried in the Burial Plot and recognizing the Family's historic significance in the area (collectively, the "Improvements"). UCP shall maintain the Burial Plot, including its Improvements, until such time as the Burial Plot is transferred to the CSD.

Consistent with, and subject to, UCP's construction activities on the Property, and, after the transfer to the CSD, the obligations of the CSD to maintain the open space of which the Burial Plot is a part, the Family Members will have reasonable access to the Burial Plot for visitation purposes. The Family Members and/or their guests will not add or leave any permanent or temporary structures or other items at the Burial Plot, except for reasonable floral displays.

UCP will pay all costs associated with the Burial Plot until such time as the Burial Plot is transferred to the CSD. Thereafter, the CSD shall bear such costs as part of its open space maintenance costs. The Family Members shall bear no costs. The CSD shall accept title to the Burial Plot from UCP as part of the Phase 3 property transfer. Upon transfer of the Burial Plot to the CSD, the CSD shall maintain the Burial Plot and the Improvements as part of the Property in perpetuity.

Undeveloped and underdeveloped open space areas are located within the project. Many of these areas are utilized for stormwater control and water quality purposes, including detention basins and Best Management Practices (BMPs). Other open space areas are landscaped, typically with native vegetation to reduce the need for extensive irrigation.

The majority of open space is owned and maintained by the CSD. The following parcels dedicated to non-park open space will be owned and maintained by the CSD: Z1.9, Z1.10, Z1.11, Z3.1, Z3.2, Z3.3, Z3.4, Z3.6, Z3.8, and D1.1. Monterey County owns two open space areas (Parcels H1 and H2) at the western extent of the property, adjacent to Inter-Garrison Road. These areas, however, are maintained by the CSD. Additionally, drought-resistant temporary vegetation will be planted within Reservation Road right-of-way owned by Monterey County. The vegetation within the right-of-way, measuring approximately 28,000 square feet in area, will be serviced by a temporary drip irrigation system. Both the vegetation and the irrigation will be removed after approximately eight years. While in place, the CSD shall maintain the vegetation and temporary irrigation system.

Table 6, presented below, outlines costs associated with annual maintenance activities for parks and open space. Table 7, also presented below and in Appendix D, is a checklist for maintenance of these improvements. Although inspection and maintenance schedules have not been finalized as of yet for individual items, some ongoing maintenance activities are to include the following:

- Landscaping – Landscaping activities such as mowing, weeding/invasive species removal, pruning, fertilizing, transplanting, irrigation system monitoring and maintenance, and leaf removal should be performed on a regular basis based on proper care guidelines for the plant species selected for the project.
- Sports facilities – Activities such as baseball infield maintenance, baseball diamond and soccer field marker striping, court sweeping/refinishing, bocce court maintenance, and general sports equipment maintenance should be performed on a regular basis based on level of use and the resulting wear. Additionally, routine inspections should be performed to identify if any damaged equipment poses a hazard.
- Playgrounds – Inspection and maintenance of playground equipment, safety equipment (i.e., wood chips, padding) should be performed on a regular basis depending on the level of use and resulting wear.
- Structures – Ongoing inspection and maintenance should be performed for the pavilion stage and seating area, the gazebo, drinking fountains, restrooms and restroom fences, the interactive fountain, and table/seating areas. Additionally, garbage should be collected on a regular basis from the facilities, and walls should be inspected and cleaned if graffiti or other staining is present.

TABLE 6

Open Space/Park Annual Maintenance Costs Source: PCM Consulting Services, Inc., 2012)

| Improvements | Qty. | Unit | Responsible Entity | Estimated Annual Maintenance / Replacement Cost | Maintenance Remarks |
|--|--------|-------|--------------------|---|---|
| Acres of open space (CSD) | 34 | Acres | CSD | \$178,173 | |
| Acres of open space (HOA) | 1 | Acre | HOA | \$5,240 | |
| Acres of community parks | 7 | Acres | CSD | \$73,480 | |
| Acres of neighborhood parks/Town Center | 6 | Acres | HOA | \$159,060 | |
| Community building | 1 | | HOA | \$55,671 | Yearly operating expense |
| Square feet of perimeter walls | 7,000 | SF | HOA | \$5,639.40 | Monthly inspection; clean up graffiti/markings, etc. |
| Square feet of temporary vegetation and irrigation | 28,000 | SF | CSD | \$17,500 | Installed within Monterey County ROW along Reservation Road; to |

| Improvements | Qty. | Unit | Responsible Entity | Estimated Annual Maintenance / Replacement Cost | Maintenance Remarks |
|---------------------------|------|-------|--------------------|---|---|
| | | | | | be removed after approximately 8 years. |
| Acres of multi-use path | 2 | Acres | CSD | \$26,136 | |
| Acres of detention basins | 13 | Acres | N/A | \$ - | Included in common area maintenance |

TABLE 7
Park/Open Space Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|----------------------|--|-----|----|-----|---------------------|
| Sports Facilities | Are basketball courts and goals in an operable condition? If not, what repairs are needed? | | | | |
| | Have baseball/softball infields been raked? Are foul lines present and legible? | | | | |
| | Have turf areas been mowed to a playable height? Are there areas of turf in need of repair? | | | | |
| | Have soccer field markings been striped? Are goals and nets in a useable condition? | | | | |
| Vegetation | Are lawn/native ground cover areas in need of mowing? | | | | |
| | Do trees need to be pruned? Is there any need for a tree maintenance service? | | | | |
| | Have flower beds been planted and weeded? | | | | |
| | Do leaves and other dead vegetation need to be culled and/or collected? | | | | |
| | Do hedges and other low lying shrubs need to be trimmed or pruned? | | | | |
| | Are irrigation systems in need of repair? | | | | |
| Playground Equipment | Is any playground equipment in an unsafe condition (i.e., exposed sharp corners, broken swings)? | | | | |

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|--------------------------|--|-----|----|-----|---------------------|
| | Is cushion material (padding, wood chips) in a safe condition? | | | | |
| | Does any equipment need to be cleaned or painted? | | | | |
| | Does maintenance need to be scheduled to remediate any problems? | | | | |
| Whitcher Family Cemetery | Is bench/plaque in a clean condition? | | | | |
| | Is fencing in need of painting/repair? | | | | |
| | Does any vegetation need to be pruned or collected? | | | | |
| | Is there any evidence of an unsafe condition? | | | | |
| Picnic Areas/Other | Are benches and tables in a clean, safe condition? | | | | |
| | Is there any evidence of vandalism or graffiti? To what degree? | | | | |
| | Are restrooms clean? Are fixtures in an operable condition? | | | | |
| | Are water fountains functioning properly? | | | | |
| | Are game tables in proper condition? | | | | |
| | Is the interactive fountain free of debris? Is it operating and draining properly? | | | | |
| | Are trash bins and barbecue facilities in an operable, clean condition? | | | | |
| Pavilion | Are seating surfaces in a safe, useable condition? | | | | |
| | Is the fire pit in an operable, clean condition? | | | | |
| | Is the stage area and equipment in a clean and operating condition? | | | | |

5.0 HOMEOWNERS ASSOCIATION (HOA) RESPONSIBILITIES

5.1 ROADS

Interior streets and lanes shall be owned and maintained by the HOA. The HOA will also be responsible for the maintenance of all right-of-way improvements, including drainage and stormwater systems but excluding other underground utilities, within the interior streets and lanes in the Project. Additionally, the HOA will be responsible for maintenance of transit stops within the project.

For a typical street, the HOA will own the entire right-of-way as outlined above; this includes the paved street section, the verge (space between back of curb and sidewalk edge), and the sidewalk. For a lane, the HOA will own a 20-foot-wide right-of-way that includes the 16-foot-wide lane and a two-foot extension on either side (a total of 20 feet in width; however, the two-foot extension as well as an adjacent five-foot-wide PUE) shall be maintained and irrigated by the respective homeowner for a given cross section. The HOA will maintain private street landscaping. A table summarizing capital improvements related to roadway construction is presented in Appendix A.

The following is a summary of anticipated on-going maintenance activities associated with the interior roads associated with the Project.

- Pavement Sweeping – Sweeping and debris collection along streets, lanes, bicycle lanes, shoulders, and sidewalks shall be the responsibility of the HOA.
- Pavement Repair – The HOA will be responsible for periodic inspections of pavement areas. In the event that distressed pavement areas are identified, these areas shall be repaired in an appropriate manner. Possible remedies include pavement overlays, slurry seals, or “point and-patch” activities. It is anticipated that pavement would have a useful life of 20 years. Seal coats are anticipated to be applied once every three years.
- Drainage Facilities – Drainage facilities associated with private right-of-ways, including curb-and-gutter structures, inlets, and manholes shall be inspected on a semi-annual basis. Storm drains shall be inspected on an annual basis. Debris removal from inlets and catch basins/traps shall be performed on a semi-annual basis; once in the spring and once in the fall prior to the onset of the wet season.
- Sidewalk and Curb-and-Gutter Repair – The HOA will be responsible for periodic inspection of sidewalks and curb-and-gutter structures. Sidewalks and curb-and-gutter structures shall be inspected for distressed conditions. In the event that distressed pavement is observed, repairs will be performed on an as-needed basis if the situation poses a threat to public safety.

- **Street Lighting System** – Streetlights shall be inspected and/or repaired in a manner consistent with maintaining public safety. It is anticipated that light fixtures would have a useful life of 20 years and that light bulbs would be replaced every four years.
- **Landscaping** – Landscaping will be provided along street medians and parkways within road right-of-ways. Typical landscaping maintenance activities (mowing, leaf control, pruning, planting, weed/invasive species removal, irrigation system maintenance, and fertilizing) should occur on a regular basis consistent with proper care guidelines for specific plant species that are used in landscaped areas. The master HOA will provide irrigation in condominium open space areas. Irrigation in front yards up to the house structure will be maintained by the respective homeowner. Irrigation system components include controllers, backflow controls, and remote control valves. These components are expected to have a 10- to 12-year useful life.
- **Transit Stops** – Facilities will be provided at proposed transit stops to accommodate waiting passengers. Anticipated maintenance should include trash removal, sweeping, and graffiti removal, as necessary.
- **Signage** – Street signs shall be maintained to prevent public safety from being compromised. Damaged or stolen signage shall be replaced on an as needed basis. Signs are expected to have a 20-year useful life.
- **Pavement Markings** – Pavement markings (i.e. striping) shall be inspected to protect public safety. Damaged or worn striping shall be replaced on an as-needed basis.

Table 8 above outlines the on-going maintenance program for the interior roads associated with the project. This table as well as subsequent annual maintenance cost tables presented in this document has been prepared based on estimated annual maintenance costs provided by RBF Consulting as estimated in May 2006. Table 3, also presented in Appendix D, presents a checklist for annual roadway maintenance activities.

TABLE 8
Estimated HOA Road Annual Maintenance Schedule and Costs (Source: PCM Consulting Services, Inc., 2012)

| Improvements | Quantity | Unit | Estimated Annual Maintenance/ Replacement Cost | Maintenance Remarks |
|----------------------------------|-----------|------|--|---------------------|
| Asphalt-paved surface | 1,272,031 | SF | \$137,225 | Annualized reserve |
| Concrete-paved surface | 299,902 | SF | \$6,940 | Annualized reserve |
| Street sweeping | | | \$57,984 | Yearly maintenance |
| Storm drain maintenance | | | \$19,954 | Yearly maintenance |
| Private sidewalk concrete repair | 316,970 | SF | \$31,697 | Yearly maintenance |

| Improvements | Quantity | Unit | Estimated Annual Maintenance/ Replacement Cost | Maintenance Remarks |
|-------------------------------------|----------|------|--|---------------------|
| Entry monument - reserve | 3 | EA | \$3,036 | Annualized reserve |
| Private street lights - reserve | 260 | EA | \$29,353 | Annualized reserve |
| Private pedestrian lights - reserve | 198 | EA | \$2,024 | Annualized reserve |
| Lighting maintenance | | | \$12,001 | Yearly maintenance |
| Private roadside signs -reserve | | | \$1,301 | Annualized reserve |
| Landscape – maintenance and misc. | | | \$445,512 | Yearly maintenance |
| –Backflow testing and maintenance | | | \$433 | Yearly maintenance |
| –Irrigation repair | | | \$18,364 | Yearly maintenance |
| Tree maintenance | | | \$60,298 | Yearly maintenance |
| Landscape/irrigation - reserve | 338 | EA | \$24,292 | Annualized reserve |

5.2 PARKS AND OPEN SPACE

The HOA owns most parks and select open space. The HOA owns and maintains seven parks identified with the following Parcels: P1.1, P1.2, P1.3, P2.1, P2.2, P3.1, and P3.2.

All parks feature landscaping, various pedestrian ways, and seating areas. Additionally, each of the parks feature additional attractions/amenities as described below.

Town Center Park is identified as Parcel P1.3 and is located at the intersection of Sherman Boulevard and Ord Avenue. This park, measuring one acre in area, includes an amphitheater with adjacent stage and seating areas, fire pit, drinking fountains, game tables, and an interactive fountain. Utilities include electrical service, natural gas, storm and sanitary sewerage, irrigation, and potable water.

Neighborhood Park “A”, identified as Parcel P1.2, is located at the intersection of Thomas Lane and Warren Avenue. This park, measuring approximately 0.8 acre in area, includes tot lots, basketball courts, seating areas, drinking fountains, a barbecue area, picnic tables, and a large lawn area. Neighborhood Park “B” is identified as Parcel P1.1 at the intersection of Warren Avenue and McClellan Circle. This park, measuring one acre in area, includes a gazebo, drinking fountains, and an adjacent lawn area. Utilities include electrical service, storm and sanitary sewerage, irrigation, and potable water.

Neighborhood Park “C”, identified as Parcel P2.2, is located at the intersection of Logan Street and Breckinridge Avenue. This park, measuring approximately 0.6 acre in area, includes a trellis/pavilion, playground equipment, seating areas, and a lawn area. West Camp Park is

identified as Parcel P2.1 and is situated adjacent to Wilcox Street. This park, measuring less than one-half acre in area, includes playground equipment, a half basketball court, and seating areas.

Arts Park, identified as Parcel P3.1, is located between Sherman Avenue and Burnside Avenue. This park, measuring approximately 0.4 acre in area, includes a lawn area, sculptures, park structures, and seating areas. Bluff Park/Courts is identified as Parcel P3.2 and is located adjacent to Ord Avenue. This park, measuring approximately 0.7 acre in area, includes playground equipment, two basketball courts, drinking fountains, picnic tables, and seating areas. Utilities include sanitary sewerage, irrigation, and potable water.

Undeveloped and underdeveloped open space areas are located within the project. Many of these areas are utilized for stormwater control and water quality purposes, including detention basins and Best Management Practices (BMPs). Other open space areas are landscaped, typically with native vegetation to reduce the need for extensive irrigation.

Select parcels of open space are owned and maintained by the HOA. The following parcels dedicated to non-park open space will be owned and maintained by the HOA: Z1.1, Z1.2, Z1.3, Z1.4, Z1.5, Z1.6, Z1.7, Z1.8, Z1.12, Z2.1, Z2.2, Z2.3, Z2.4, Z2.5, Z2.6, Z2.7, and Z3.5.

Table 6, presented above in Section 4.3, outlines costs associated with annual maintenance activities for parks and open space. Table 7, also presented above and in Appendix D, is a checklist for maintenance of these improvements. Although inspection and maintenance schedules have not been finalized as of yet for individual items, some ongoing maintenance activities are to include the following:

- Landscaping – Landscaping activities such as mowing, weeding/invasive species removal, pruning, fertilizing, transplanting, irrigation system monitoring and maintenance, and leaf removal should be performed on a regular basis based on proper care guidelines for the plant species selected for the project.
- Sports facilities – Maintenance of sports facilities in neighborhood parks should be performed to identify if any damaged equipment poses a hazard.
- Playgrounds – Inspection and maintenance of playground equipment, safety equipment (i.e., wood chips, padding) should be performed on a regular basis depending on the level of use and resulting wear.
- Structures – Ongoing inspection and maintenance should be performed for the pavilion stage and seating area, the gazebo, drinking fountains, restrooms and restroom fences, the interactive fountain, and table/seating areas. Additionally, garbage should be collected on a regular basis from the facilities, and walls should be inspected and cleaned if graffiti or other staining is present.

5.3 RESIDENTIAL STRUCTURES

The HOAs have maintenance responsibility for residential structures and appurtenant landscaping in common areas not covered by individual homeowners. The HOA will provide maintenance near other common areas not covered by individual owners. Additionally, the HOAs shall maintain mailboxes throughout the Project. Neither the apartments nor the arts space/habitat will be part of the Master HOA.

Sub-HOAs will be formed for the following groups: condominiums and town center (mixed-use, live-work, and parking lots) where applicable. These HOAs will provide additional maintenance services for their respective constituent properties, including exterior and common interior areas. Some items include architectural finishes, such as paint/wall coverings, floor coverings, windows and window treatments; roofs, HVAC systems, stairways and elevators, parking lots, driveways, fire alarms/sprinklers, and porches/decks. As defined in Sub-HOA governing documents, the condominium HOA will provide maintenance at the condominium locations. It is anticipated that the HOA will provide routine maintenance on a regular basis based on the individual maintenance scope for a particular item. Additionally, it is anticipated that the HOA will complete large-scale replacement projects for facilities during the life cycle of the project. Once conceptual architecture plans become available, a maintenance schedule and specific budget will be prepared in separate documents.

6.0 OTHER INFRASTRUCTURE/SERVICES

Infrastructure and improvements in addition to those described in preceding sections shall be constructed in association with development of the Project. Some examples include domestic water services, irrigation water service, sanitary sewer service, public safety facilities and services, and dry utilities.

6.1 WATER AND WASTEWATER FACILITIES

Capital improvements associated with water and wastewater service are presented in Appendix A. The developer has funded the construction of the improvements; however, these facilities have been granted to Marina Coast Water District (MCWD). MCWD will be responsible for maintenance and replacement and related budgeting of these facilities.

6.2 PUBLIC SAFETY FACILITIES

According to the Urban Services Agreement and Project Condition of Approval 74, the project will include a fire station. The fire station shall be located within the Project (Parcel R1.2). The fire station and property on which it is located shall be owned and occupied by the Monterey County Regional Fire District (MCRFD). The fire station and property will be operated and maintained by MCRFD. According to the Urban Services Agreement, the MCRFD shall provide an "urban level of fire protection services". The MCRFD will fund the service through the

imposition of a special tax. Neither a financial analysis of capital expenditures nor an operating budget regarding fire protection has been prepared for this document.

As presented in Condition of Approval 143, of the project will include a Monterey County Sheriff Community Field Office. According to the USA, the Monterey County Sherriff's office shall provide law enforcement operations to the Project. As with fire protection operations and facilities, neither a financial analysis of capital expenditures nor an operating budget regarding law enforcement services has been prepared for this document.

6.3 DRY UTILITIES

Construction of dry utilities has been funded by the developer within the Project, and in several instances, off-site of the Project. Upon completion of construction activities, these facilities have been granted to respective utility operators for operation, including, but not limited to electrical service, natural gas, and telecommunications. These operators shall be responsible for maintenance and replacement of these facilities as well as ongoing budget responsibility for these activities. Capital improvements associated with on-site and off-site dry utility installation is provided in Appendix A.

7.0 OPERATING BUDGETS

Operating budgets (including maintenance and replacement costs) have been prepared for two time frames – five years and fifty years – for both the HOAs and the CSD. At this stage, one budget has been developed for the HOAs. In developing the budgets, maintenance costs prepared by RBF Consulting and PCM Consulting Services, Inc. (2006 dollars) have been extrapolated over the timeframe of the given budget. Additionally, line items have been incorporated to reimburse annual fees related to staffing, administration, accounting, attorneys, and consultants.

To account for inflation, a discount rate of 3 percent has been chosen to represent a construction price index indicative of historic economic conditions in Northern California. Future intermittent capital expenditures to cover costs associated with infrastructure and improvement replacement as previously identified by CBG have been incorporated on an annualized basis within the budgets.

The budgets are established to create an ongoing financial reserve. These reserves are to be maintained in general accordance with California Civil Code. Only the HOAs will levy an assessment; the CSD will not levy an assessment but will rely on special taxes levied by the CFD. Details pertaining to the timing of funding for the entities are presented in the Urban Services Agreement. The reserve will be used to finance future large-scale capital improvement projects, which are represented in the budgets on an annualized basis. The cumulative reserve will be invested in a conservative financial portfolio to allow for further reserve accumulation. An eight-year absorption period has been assumed for the budgets. The budgets are presented in Appendix C.

SELECTED REFERENCES

Balance Hydrologics, Inc., Stormwater Management Plan, East Garrison Project, Monterey County, California; August 22, 2006; Project No. 203035.

Balance Hydrologics, Inc., Operations and Maintenance Manual, East Garrison Project, Monterey County, California; December 16, 2011; Project No. 203035.

ENGEO Incorporated, Geotechnical Exploration, East Garrison, Fort Ord, Monterey, California; July 28, 2005; Project No. 5866.3.001.01.

RBF Consulting, East Garrison Conditions of Approval, September 1, 2006.

Urban Services Agreement by and between the County of Monterey and the East Garrison Community Services District Relating to East Garrison, July 18, 2006.

DRAFT

EXHIBITS A-F

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A**



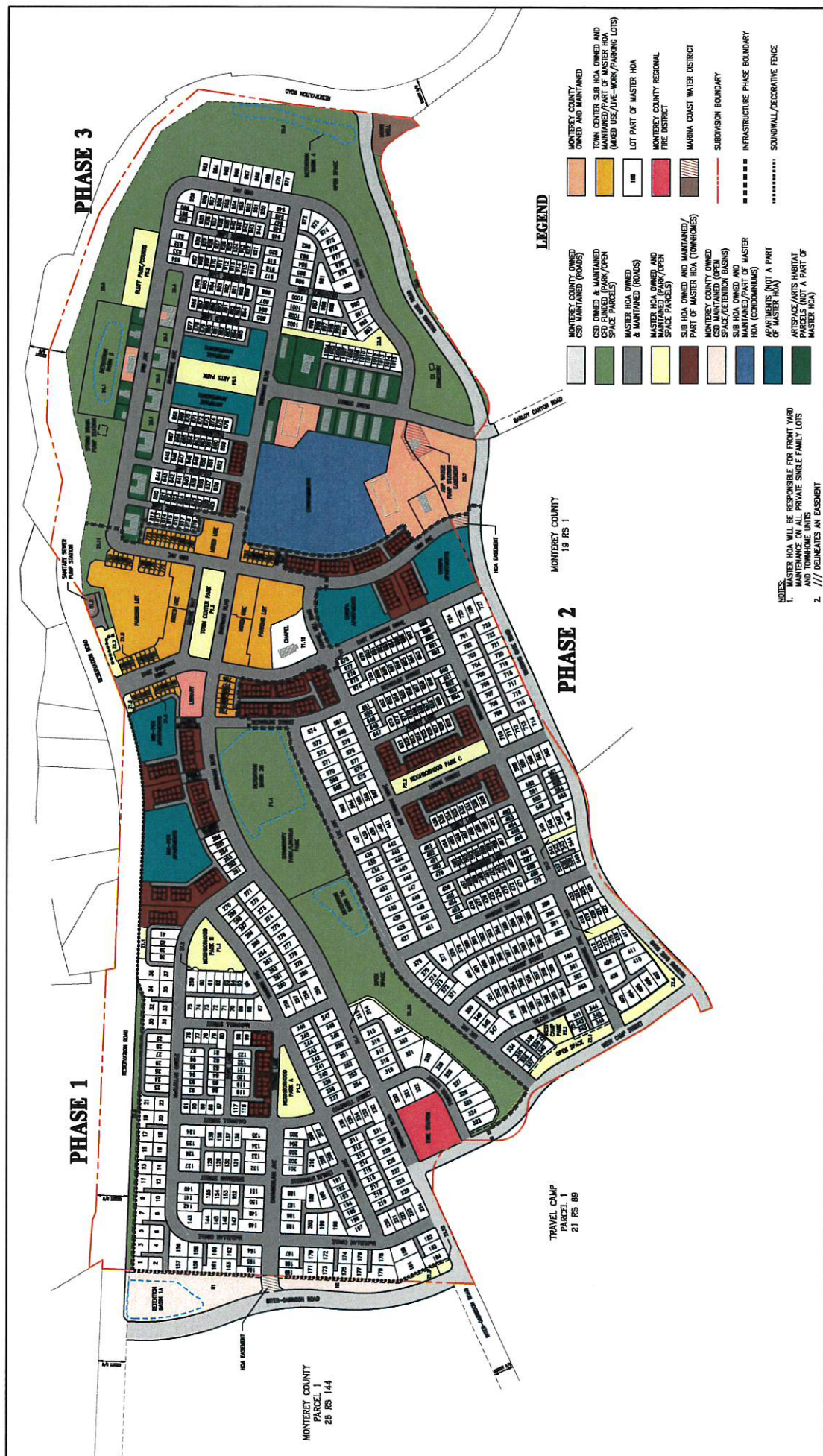


EXHIBIT 'A'

OVERALL OWNERSHIP/MAINTENANCE EXHIBIT

EAST GARRISON

MONTEREY COUNTY, CA



EXHIBIT 'B'

CSD OWNERSHIP/MAINTENANCE EXHIBIT
EAST GARRISON
 MONTEREY COUNTY, CA



Mar 16, 2012
 Sheet 1 of 1

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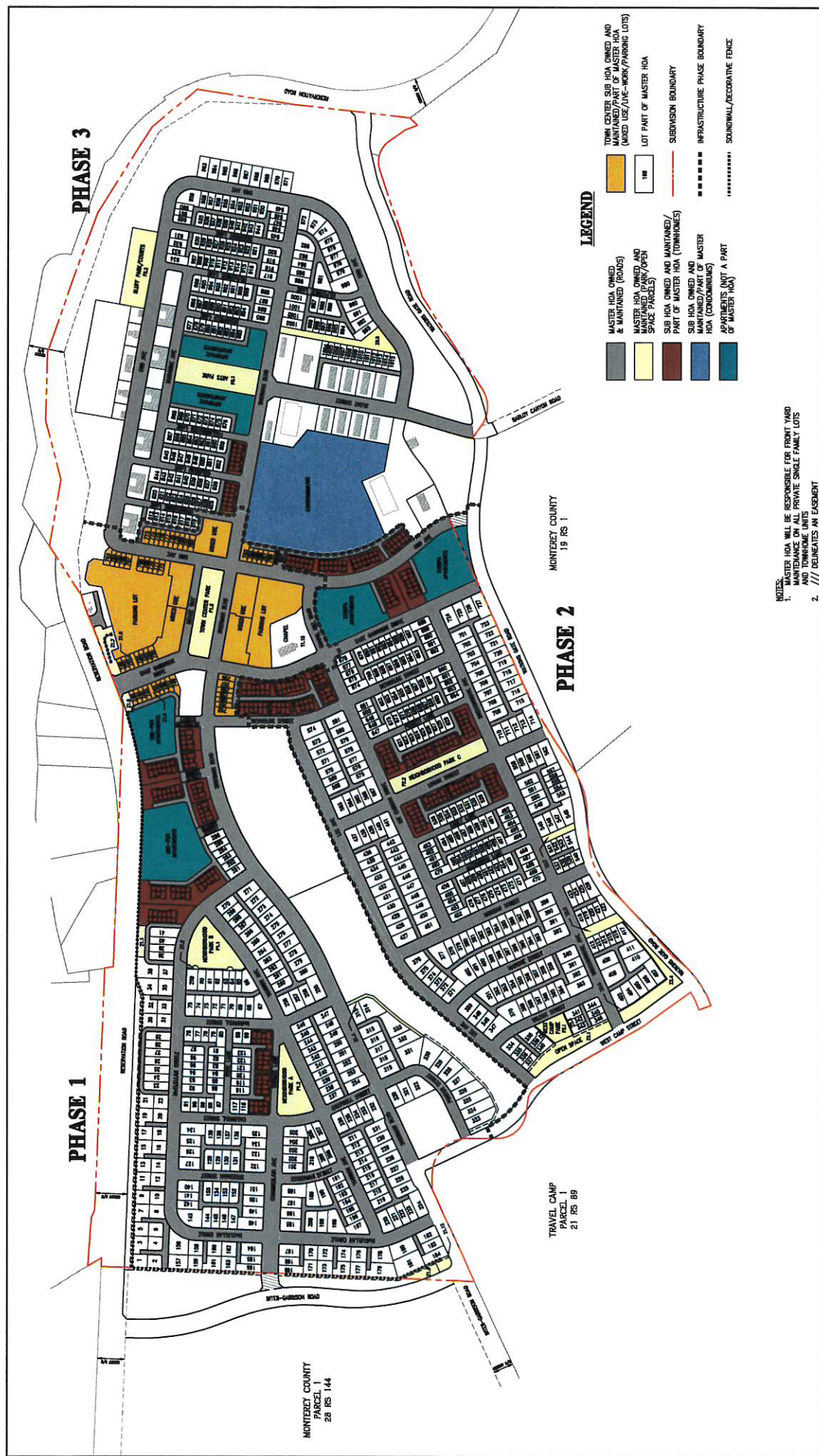


EXHIBIT 'C'

**HOA OWNERSHIP/MAINTENANCE EXHIBIT
EAST GARRISON
MONTEREY COUNTY, CA**



Mar 16, 2012
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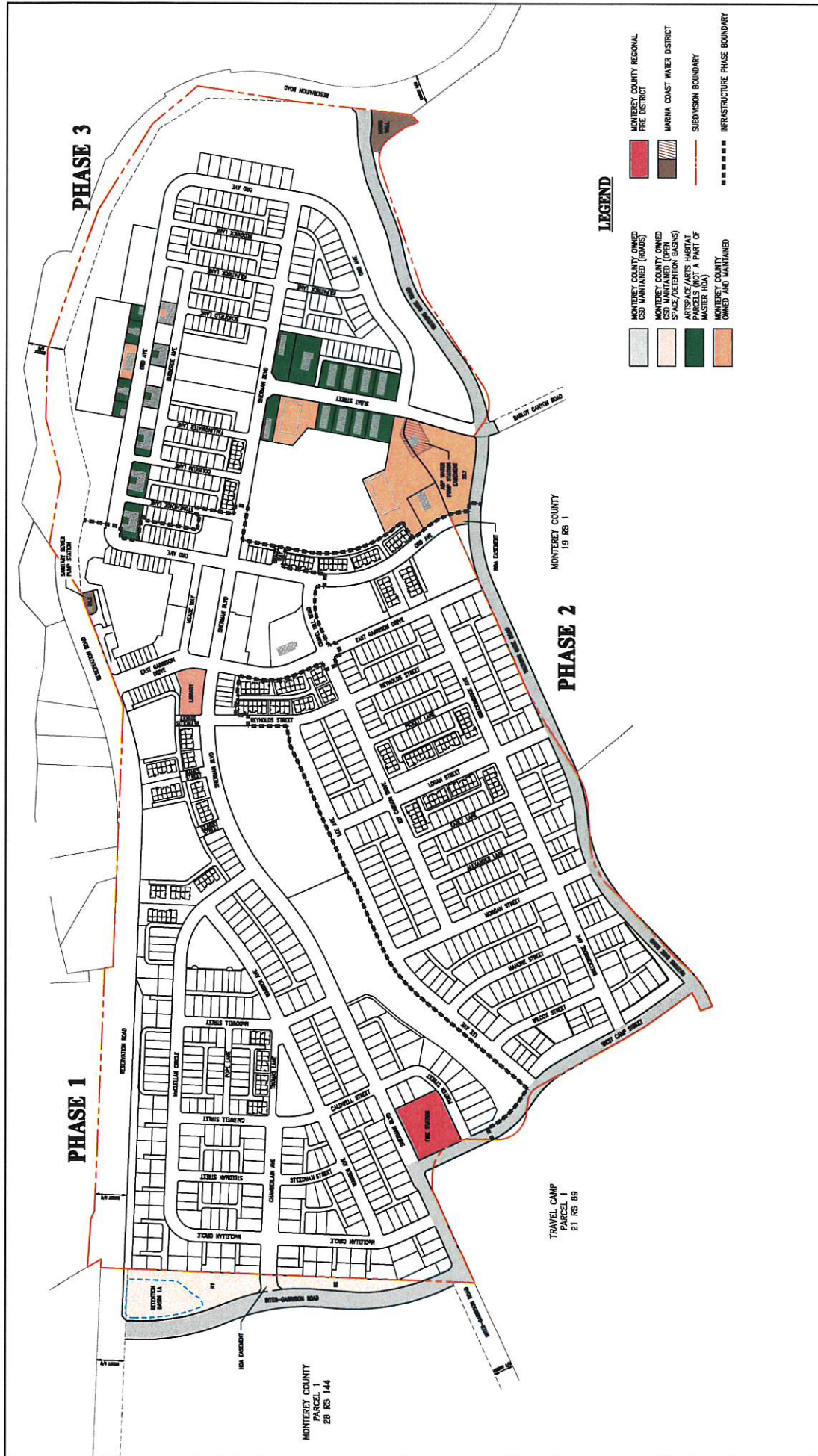


EXHIBIT 'D'

MONTEREY COUNTY OWNERSHIP/MAINTENANCE EXHIBIT

EAST GARRISON

MONTEREY COUNTY, CA

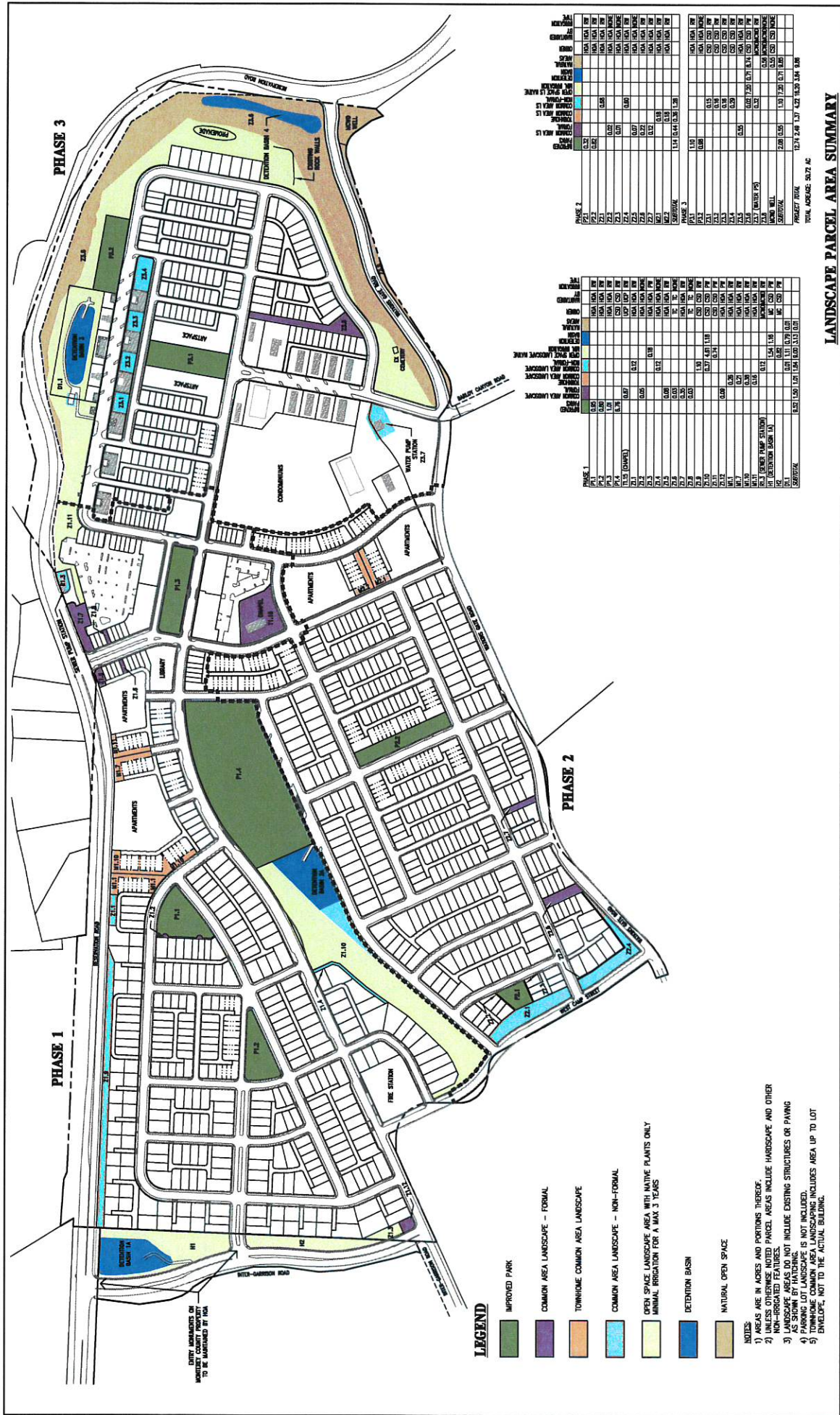


Mar 16, 2012
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APPENDIX A

CARLSON, BARBEE AND GIBSON, INC.

Summary of Project Capital Improvements



Estimated On-Site Road Capital Improvements – Phases 1, 2, and 3 (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|---|-----------|------|
| 3" AC Paving | 1,639,830 | SF |
| 6" AB Rock | 1,639,830 | SF |
| Town Center Parking Lot | 180,000 | SF |
| Decorative Pavement (10' Band at Lanes) | 12,900 | SF |
| Decorative Pavement at Town Center | 0 | SF |
| Curb and Gutter (w/ Cushion) | 77,955 | LF |
| AC Berm | 1,690 | LF |
| Rolled Curb (w/ Cushion) | 49,850 | LF |
| 24" Valley Gutter | 105,336 | LF |
| Sidewalk (w/ Cushion) | 308,390 | SF |
| Enhanced Sidewalk | 0 | SF |
| Handicap Ramp (w/ Cushion) | 199 | EA |
| Driveway Apron (w/ Cushion) | 129 | EA |
| Driveway Apron on Existing Curb | 1 | EA |
| Curb Drains | 1,541 | EA |
| Fog Seal | 1,639,830 | SF |
| Street Signs | 63 | EA |
| Traffic Signs | 155 | EA |
| Traffic Messages | 90 | EA |
| Landscaping Roads | 578,400 | SF |
| Striping | 33,500 | LF |
| Painted Curbs | 1,280 | LF |
| Monuments | 119 | EA |
| Bus Stops | 4 | LS |
| Transit Kiosk | 4 | LS |

5866.300.401

April 20, 2007

Revised February 4, 2008

Estimated Off-Site Road Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|-----------------------------------|----------|------|
| 2" AC Overlay | 265,100 | SF |
| 3" AC Paving | 210,275 | SF |
| 4" AC Paving | 189,000 | SF |
| 6" AB Rock | 210,275 | SF |
| 12" AB Rock | 189,000 | SF |
| Fog Seal | 664,375 | SF |
| Guardrail | 930 | SF |
| Curb and Gutter (w/ Cushion) | 28,545 | LF |
| Median Island Surface | 10,990 | SF |
| Median Island Landscaping | 12,700 | SF |
| Soundwall | 3,250 | SF |
| Street Name Signs | 20 | EA |
| Traffic Signs | 61 | EA |
| Traffic Messages | 29 | EA |
| Striping | 59,863 | LF |
| Monuments | 56 | EA |
| Pavement Markings | 51 | EA |
| Traffic Signal | 5 | EA |
| Electroliers | 0 | EA |
| Catch Basin | 9 | EA |
| Catch Basin - Type III w/ MH Base | 3 | EA |
| Catch Basin - Type III | 2 | EA |
| Catch Basin - Type II | 30 | EA |
| 18" ADS - N12 Storm Drain | 6,360 | LF |
| 24" ADS - N12 Storm Drain | 315 | LF |
| 30" ADS - N12 Storm Drain | 1,410 | LF |
| Field Inlets | 12 | EA |
| Inlet Structure | 1 | EA |
| Manhole | 6 | EA |
| Outfall to Basin | 4 | EA |
| Sidewalk | 27,745 | SF |
| Handicap Ramp (w/ Cushion) | 20 | EA |
| Driveway Ramp (w/ Cushion) | 1 | EA |

5866.300.401

April 20, 2007

Revised February 4, 2008

Estimated Stormwater Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|--------------------------------------|----------|------|
| Detention Basin #2 Infiltration Well | 1 | EA |
| Detention Basin #3 Liner | 42,000 | SF |
| Manholes | 41 | EA |
| Catch Basin - Type II | 213 | EA |
| Catch Basin - Type III | 28 | EA |
| Catch Basin - Type III w/ MH Base | 39 | EA |
| Field Inlets | 136 | EA |
| 18" ADS-N12 | 24,390 | LF |
| 24" ADS-N12 | 3,890 | LF |
| 30" ADS-N12 | 36,555 | LF |
| 36" ADS-N12 | 2,320 | LF |
| 42" ADS-N12 | 1,350 | LF |
| Outfall to Basin | 8 | EA |
| Inlet Structure/Riser | 5 | EA |
| Connect to Existing SD Pipe | 2 | EA |
| Overland Release Slope Protection | 2,800 | SF |

Estimated Stormwater Force Main/Pump Station Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|-------------------------------|----------|------|
| 160 HP Pumps and Motors | 1 | LS |
| Pump Install and Piping | 1 | LS |
| Wetwell and Trash Rack | 1 | LS |
| Site Excavation | 1 | LS |
| Electrical Controls and Power | 1 | LS |
| Diesel EG - set | 1 | LS |
| CMU Building and Site Work | 1 | LS |
| 18" PVC C905 Force Main | 4,410 | LF |
| Outfall to Basin 1A | 1 | EA |

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Estimated Parks and Open Space Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|---|----------|------|
| Landscaping Open Space (native with minimal irrig.) | 907,000 | SF |
| Landscaping Common Area | 132,000 | SF |
| Landscaping (native w/ irrigation) | 109,500 | SF |
| Temporary Landscaping | 28,000 | SF |
| Tree Wells | 92 | EA |
| Parks (12.7 acres) | 553,000 | SF |
| Court | 2 | LS |
| Entry Monument | 3 | EA |
| Path Lighting | 1 | LS |
| Fence at West Camp | 1 | LS |
| Detention Basin Fence | 2,990 | LS |
| Tubular Steel Gate | 70 | LS |

On-Site Sanitary Sewer Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|-----------------------|----------|------|
| Manholes | 190 | EA |
| Cleanouts | 0 | EA |
| 8" SDR-35 PVC Main | 36,510 | LF |
| 10" SDR-35 PVC Main | 630 | LF |
| 12" SDR-35 PVC Main | 2,170 | LF |
| 15" SDR-35 PVC Main | 950 | LF |
| Sewer Main > 15' Deep | 1,200 | LF |
| 4" PVC Laterals | 1,049 | EA |
| 6" PVC Laterals | 8 | EA |

Off-Site Sanitary Sewer Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|--|----------|------|
| Manholes (Watkins Gate Road) | 5 | EA |
| 8" SDR-35 PVC Main (Watkins Gate Road) | 900 | LF |
| Replace EX 6" FM with 8" FM (Reservation Road) | 4,010 | LF |
| Connect to Ex SSMH P34 | 1 | LS |
| East Garrison Pump Station Upgrade | 1 | LS |

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On-Site Potable Water Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|-----------------------------|----------|------|
| 8" C900 PVC CI 200 | 38,915 | LF |
| 12" C900 PVC CI 200 | 4,240 | LF |
| 16" DIP Class 52 | 659 | LF |
| 20" DIP Class 52 | 380 | LF |
| 24" MCWD Water Line | 2,500 | LF |
| Water Services | 1,060 | EA |
| 6" Fire Services | 55 | EA |
| Fire Hydrants - Residential | 63 | EA |
| Fire Hydrants - Commercial | 20 | EA |

On-Site Recycled Water Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|--|----------|------|
| 8" C900 PVC CI 200 Water Main | 17,100 | LF |
| Water Services with Backflow Preventer | 43 | LF |
| Irrigation Sleeves | 109 | LS |

Off-Site Water System Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|--|----------|------|
| 8" C-900 PVC CL 200 (Watkins Gate Road) | 430 | LF |
| 12" C-900 PVC CL 200 (Inter-Garrison Rd.) (Watkins Gate Rd.) | 660 | LF |
| 16" DIP Class 52 (Watkins Gate Road) | 2,480 | LF |
| 16" DIP Class 52 (West Camp Street) | 1,590 | LF |
| 24" CML&C Steel Pipe (Reservation Road) | 2,970 | LF |
| Irrigation Sleeves | 3 | EA |

On-Site Dry Utilities Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|--|----------|------|
| Dry Utility System (Excluding 65 Apartments) | 1,205 | EA |
| Electroliers - Post Top | 625 | EA |
| Electroliers - Post Top with Banner | TBD | EA |
| Electroliers - Post Top with Banner and Flower Pot | TBD | EA |

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Off-Site Dry Utilities Capital Improvements (Source: CBG, 2006)

| ITEM | QUANTITY | UNIT |
|---|----------|------|
| SBC/Cable TV Line (In Reservation Road) | 10,560 | LF |
| Reservation Road PG&E Connection | 3,200 | LS |

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Revised February 4, 2008

APPENDIX B

BALANCE HYDROLOGICS, INC.

Operations and Maintenance Manual

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B**



**Operations and Maintenance Manual for
the Stormwater Basins at East Garrison
County of Monterey, California**

Report prepared for:
UCP East Garrison, LLC

Prepared by:
Travis Baggett
Eric Riedner, P.E.

Balance Hydrologics, Inc.

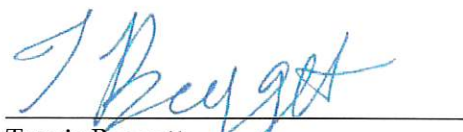
December 2011


A report prepared for:

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(408) 323-1113 x405

**Operations and Maintenance Manual for the East Garrison Project,
Monterey County, California**

Balance Project Assignment 203035
by


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1. INTRODUCTION

1.1 Purpose

This document sets forth the operations and maintenance guidelines for the stormwater basins at the East Garrison Project in the County of Monterey, California. This 244 - acre residential development project is located approximately 3 miles southwest of the City of Salinas on a portion of the former Fort Ord Military Reservation. The East Garrison site sits atop a prominent bluff that runs along the southern border of the Salinas River Valley, which passes along the northern border of the former military reservation.

The system of basins is designed to ultimately infiltrate the majority of the stormwater. This design of basins and drainages address three concerns raised in the Hydrology and Water Quality Policy section of the Fort Ord Reuse Plan: control of peak flows, groundwater recharge, and stormwater quality management.

1.2 Goals and Objectives of the Plan

A number of interrelated goals have guided the development of this manual and must not be overlooked if it is to truly serve its intended purpose. These goals include the following:

- Set up a monitoring regimen that allows for a general evaluation of the effectiveness of the basins in conveying and ultimately infiltrating the stormwater runoff from the development.
- Monitor the basins to assess whether they continue to function consistent with the highest regard for public safety.
- Identify an appropriate inspection and monitoring schedule to meet the overall goals.
- Set forth the expected routine maintenance functions and associated maintenance schedule that should allow the basins to function as designed.
- Anticipate non - routine maintenance needs that may arise and the appropriate responses to these needs.
- Identify the responsible parties for carrying out the plan and the sources of funding to properly implement the guidelines of the OMM.
- Foster a sense of adaptive management that will allow the OMM to evolve in order to save costs and adjust to changes at the site and/or in regulatory guidance.

1.3 What the East Garrison Stormwater Basins are Not

The stormwater basins at the East Garrison project are not intended to serve as a wetland mitigation feature. Hence, they are subject to the full range of maintenance and monitoring measures needed to maximize their effectiveness with regard to safe and efficient management of stormwater.

2. FUNCTION AND DESIGN OF THE STORMWATER BASINS

2.1 Stormwater Basins Characteristics

A total of six stormwater basins are located within and adjacent to the East Garrison project with the intended functions of retention and infiltration of stormwater. The locations of the basins are shown in Figure 1. By ultimately infiltrating all the stormwater, this system addresses the concerns raised in the Fort Ord Reuse Plan of control of peak flows, groundwater recharge, and stormwater quality management. Five of the six basins work in series where stormwater runoff from the upper points of the watershed is directed to the next basin in the series. Most basins also accept runoff directly from impervious surfaces in their immediate vicinity. Because of this interrelated system, if any one basin is functioning improperly, then the other basins below it in the series could be affected. For this reason the designed functioning of each basin is important to the designed functioning of all the other basins.

A more detailed description of the basin design and the rationale behind the designs can be found in the Stormwater Management Plan for the East Garrison Project, 2006.

2.2 Normal Functioning of the Retention Stormwater Basins

2.2.1 Stormwater Basin 2a

Stormwater Basin 2a is designed to accept runoff from the surrounding development, as well as overflow from the Youth Camp Basin via a pipe. Although some degree of infiltration is expected to occur naturally at this basin, the effect of infiltration was not included in the modeling of this basin. A 2-year design storm is modeled to fill the basin to a maximum depth of 5 feet measured from the 8-inch by 8-inch rectangular orifice at the toe of the bank nearest Basin 2b (eastern bank). A 10-year design storm, with a rainfall intensity of 0.6 inches per hour, is modeled to fill the basin to a depth of 7 feet, above the orifice located on the basin floor. This basin also contains a 3 foot diameter (or larger) raised outlet pipe with a rim elevation about 9 feet above the basin floor to handle flows in the event that the orifice becomes obstructed. This riser is located on the bank nearest Basin 2b (eastern bank). Both of these outflows drain to an underground junction box located below stormwater Basin 2b (see further discussion below.)

2.2.2 Stormwater Basin 2b

Stormwater Basin 2b is a multi - use basin designed to hold stormwater for less than a day. The basin receives stormwater from Basin 2a and the surrounding neighborhood. The basin will be a multi-use sports field and is intended to pond only during wet storms and for less than 24

hours after the end of precipitation. Like Basin 2a, this basin will experience some degree of infiltration, the effects of which were not included in the modeling of the basin. Figure 2 shows the designs for the below ground junction box located in this basin which accepts stormwater from Basin 2a. The junction box is located at the toe of the bank which is furthest from Basin 2a (western bank). Low flows (i.e. landscape irrigation runoff) arriving into the junction box will be allowed to infiltrate directly into the ground from within the junction box by way of a sand topped gravel infiltration well. Higher stormwater flows will exit the box via a 24-inch pipe draining to stormwater Basin 3. In the event that this pipe is obstructed, an open topped riser with a minimum diameter of 4.5 feet will direct stormwater to Basin 3. A 2-year design storm is modeled to fill the basin to a peak depth of 4 feet measured from the top of the junction box. A 10-year design storm is modeled to fill the basin to a depth of 5 feet, measured from the top of the junction box.

The junction box below stormwater Basin 2a accepts inflow from Basin 2a via an underground pipe and from Basin 2b thorough an orifice. Inflow is directed into an underground debris accumulation area to capture larger objects that could obstruct stormwater pipes. From there the water flows into an infiltration chamber where low flows are allowed to infiltrate into the ground. Flows which are not infiltrated are allowed to spill into a pipe connecting to stormwater Basin 3. Especially high flows will inundate the field and eventually drain into the junction box and to stormwater Basin 3.

2.2.3 Stormwater Basin 3

Stormwater Basin 3 will accept stormwater runoff from the surrounding neighborhood as well as from Basins 2a and 2b. A 2-year design storm is modeled to fill the basin to a peak depth of 3.5 feet measured from the basin floor adjacent to the pump sump. A 10-year design storm is modeled to fill the basin to a depth of 6 feet, measured from the basin floor. Stormwater Basin 3 is lined with a geosynthetic liner to nearly eliminate infiltration that could otherwise lead to slope instabilities along the adjacent Reservation Road. As a result, the only release of runoff from the basin will be through a pump installed to convey flow to Basin 1a. The pump has been initially set to begin pumping when the water level in the basin is 2 feet above the floor of the basin adjacent to the pump sump. It will stop pumping when the water level in the sump is 2 feet below the lowest point of the floor of the basin. Because of this range, persistent water levels of less than 2 feet in depth are not unusual. The basin has been designed to have no standing pools separated from the pump sump.

A back-up pump has been installed to provide redundancy in the event that the first pump fails, or requires maintenance. In the event that both pumps fail during high flows, an outlet pipe with a rim elevation 11 feet above the basin floor and a minimum diameter of 41/2 feet, which is connected to the existing storm drain, will provide release of stormwater from the basin to prevent overtopping of the basin.

2.3 Normal Functioning of the Infiltration Stormwater Basins

2.3.1 Stormwater Basin 1 a

Basin 1a is the primary stormwater infiltration basin for the majority of the development. It will receive stormwater directly from the surrounding development area and from the other developed areas via the pumped inflow from stormwater Basin 3. The infiltration at this basin will address concerns raised in the Hydrology and Water Quality Policy section of the Fort Ord Reuse Plan, specifically groundwater recharge and stormwater quality management. The modeled infiltration rate for this basin is 4 inches per hour. A 2-year design storm is modeled to fill the basin to a peak water level just below the overflow connecting to Basin 1b, located along the bank of the of the basin in the corner adjacent to Inter-Garrison Road furthest from Reservation Road (Figure 1). A 10-year design storm is modeled to have a peak water level that overtops the overflow orifice allowing the adjacent sump (Basin 1b) to be utilized.

2.3.2 Stormwater Basin 1 b

Stormwater Basin 1b is an existing sump that will be utilized as an overflow basin to handle occasional runoff from stormwater Basin 1a during the largest storm events. It is a naturally occurring infiltration basin and should be allowed to function with an absolute minimum of interference.

2.3.3 Stormwater Basin 4

Stormwater Basin 4 will accept runoff from the surrounding open space, as well as from an underground storm drain system below Watkins Gate Road. This stormwater basin is designed to completely infiltrate the stormwater it receives with a modeled infiltration rate of 3.8 inches per hour and will have no connection to the other stormwater basins. A 2-year design storm is modeled to fill the basin to a peak depth of 5 feet measured from the floor of the basin. A 10-year design storm is modeled to fill the basin to a depth of 5.5 feet, measured from the floor of the basin. The floor of the basin should be approximately 10 feet below the adjacent Reservation Road.

2.3.4 Youth Camp Basin

This basin should be allowed to mimic natural infiltration conditions as is practicable. The Youth Camp basin is not a necessary element of the overall stormwater management plan. The basin will be created by the restriction of a channel by West Camp Road, marking the western edge of the community south of Inter-Garrison Road. It will have a raised outlet pipe at 3' above ground level. The outlet pipe will direct overflow to Basin 2a should the Youth Camp basin not be able to infiltrate stormwater runoff received from the surrounding open space.

3. MONITORING PROGRAM

3.1 Monitoring Program

The monitoring activities have been selected to assess the performance of the infiltration stormwater basins in relation to the goals set forth in Section 1.2. Details regarding the proposed monitoring activities are presented below. The overall monitoring program is summarized in the maintenance report forms presented in Appendix A.

3.1.1 Stormwater treatment and conveyance

The following inspections will be carried out in order to qualitatively assess whether the stormwater basins are functioning as intended with regard to conveying stormwater runoff:

1. *Water Surface drawdown (Basins 1a and 4).* As explained in Sections 2.2.1 and 2.2.2, the infiltration stormwater basins are designed to infiltrate the majority of the water delivered to them within 72 hours. Routine inspections of the infiltration basins after rainfall events should be focused on observing the water levels and verifying that they are falling after the end of the rain. If water is observed to linger in the basins, then further inspections of the basin floors should be scheduled to identify the obstruction to infiltration.
2. *Litter and coarse debris.* Inspectors should qualitatively estimate the quantity of litter and coarse debris present in the basins. Additionally, coarse debris can become entrained into the stormwater system and cause obstructions to stormwater flow through pipes and orifices. If quantities of coarse debris are found such that they cannot be removed at the time of the monitoring visit, additional maintenance should be scheduled to remove the debris.
3. *Condition of the inlets and outlets.* Visual inspection of the inlets to the basins should be carried out with special attention to noting erosion at, or immediately downslope of the point of discharge. Any obstruction of the inlet should be noted, whether from debris or encroaching vegetation. If more than one quarter of the inlet pipe diameter is obstructed, immediate remedial maintenance should be performed. The outlet risers should also be inspected to assess whether the grating is clear of obstruction. Obstructed grating should be cleared immediately if possible.
4. *Evidence of erosion.* Inspectors should walk the perimeter of the basins to identify any evidence of erosion or bank failures. Small soil slumps may be acceptable, but failures involving more than five cubic yards of material should be noted and will likely need eventual repair or stabilization.

5. *Sediment deposition.* Dry - season inspections should note any accumulation of sediment along the floors of the basins. A coating of sediment in Basins 1a and 4 will reduce infiltration rates and maintenance should be scheduled to remove the coating before the wet - season. Such a coating in the other basins is acceptable, but accumulation which reaches 1 foot in depth should be removed.
6. *Vegetation.* Inspectors should measure the height and extent of vegetation and note the extent of vegetation which is over 5 - feet in height or width. Evidence of woody vegetation should be noted and scheduled for removal. This is especially important in Basin 3 as root growth may damage the geotextile liner.
7. *Leakage from Basin 3 liner.* Both wet and dry - season monitoring visit should check for signs of wetting along the bluff adjacent to Basin 3. The location and extent of any wetting should be noted.

3.1.2 Public safety and vector control

Routine inspections should be performed to monitor several additional general aspects that are important to the safe operation of the stormwater basins. Monitoring program elements addressing these aspects include the following:

1. *Public Safety Issues.* Routine inspections should include careful notation of evidence that the basins are being encroached upon or used in an improper manner. Access barriers (in Basins 1a, 3, and 4) and signage will need to be inspected for their integrity and for damage from vandalism or other causes. Evidence of pathways or other signs of encroachment into Basins 1a, 3, and 4 by unattended minors should be given particular attention and remedial measures to further limit access may need to be provided.
2. *Vector Control.* Inspections will need to be sensitive to concerns related to vector control, especially with respect to limiting habitat suitable for mosquito populations. This will be especially important in Basin 3 which is built with a geosynthetic liner to nearly eliminate infiltration. Sedimentation in other basins could also reduce infiltration and create mosquito habitat. Routine monitoring visits will need to note the extent of ponding and whether areas of stagnant water exist. Whenever such areas are found, maintenance should be scheduled to promptly remove obstructions to improve drainage. Any odor problems should be noted, as they are usually indicative of prolonged ponding of stagnant water. If persistent and repeated ponding is noted in Basin 3, non - routine maintenance may be called for to regrade the basin floor with the objective of draining the basin to the pump sump, or to provide improved drainage pathways.

3. *Pump Monitoring.* Pump monitoring will be done as part of the pump maintenance scheduling separate from this report. It is recommended, however, to observe the operation of the pump while inspecting Basin 3 to verify that it is working as expected. Any observations which raise concern should be forwarded to the person responsible for the pump maintenance.

3.2 Suggested Monitoring Schedule

3.2.1 Routine monitoring activities

Two full routine inspections should take place each year: one during the wet season and one during the dry season. One wet season monitoring inspection should be conducted in December, January, or February, within 48 hours following a rain event which accumulates 0.2 inches or rain or more. The dry season monitoring should take place during June or July. Appendix A includes standard inspection checklists that should be used for the routine monitoring visits during both the wet and dry seasons.

3.2.2 Extreme-event monitoring

In addition to the routine monitoring schedule described above, special monitoring visits should be carried out after each large precipitation event within the contributing watersheds. For these purposes, a large precipitation event is defined as a storm that results in 2 inches or more of rainfall within a 24-hour period.

4. MAINTENANCE PROGRAM

4.1 Routine Maintenance Activities and Schedule

The routine maintenance schedule should include an element of flexibility to respond to situations that may be identified through the routine monitoring program. However, a number of maintenance activities will be required on a routine basis to keep the stormwater basins functioning properly. These include the following:

1. *Removal of litter and coarse debris.* Litter and coarse debris are troublesome from an aesthetic perspective but particularly for the threat of complications from an obstructed drainage pathway that they represent. Maintenance staff should plan to remove large litter and debris by hand during or shortly after the routine monitoring visits following the summer and winter visit if the basins are dry enough to allow access. If litter removal cannot be completed in these time frames, it should be scheduled as soon as the basins have dried sufficiently.
2. *Vegetation control and management.* The need to prune and/or remove excessively tall vegetation will be identified through the routine monitoring. Proper functioning of the stormwater basins depends on having an adequate stormwater retention volume available. Therefore, any large volume of debris and/or vegetation is cause for concern. Inspectors will routinely measure the height of the tallest vegetation with a tape measure. If vegetation greater than five feet in height is found to cover more than 30 percent of the basin floor, maintenance will be scheduled to prune and/or remove it as appropriate. In general, these activities should be scheduled for shortly after the dry - season monitoring in July. Any woody vegetation should be removed while small enough to be done easily. Any woody vegetation found in Basin 3 should be removed promptly.
3. *Cleaning of the stormwater basins outlet structures.* The outlet structures should be cleared as needed during or following the summer monitoring visit. This activity can also be carried out during or just after the winter monitoring visit. Careful attention should be given to removing all debris near the outlet that may cause blockage.
4. *Stormwater Basin 2b Junction Box Maintenance.* The junction box in Basin 2b requires annual summer maintenance to keep it functioning properly. This maintenance will include removal of material from the debris accumulation area of the junction box. The infiltration well should also be inspected. The sand covering the well should be clean and free from excessive sedimentation. If a coating of sedimentation has accumulated, raking and overturning of the sand may suffice to increase infiltration to a desired rate. If the sand is not infiltrating at the desired rate it can be removed, along with the underlying geotextile layer and both can be replaced with new materials to the design specifications (Figure 2.)

4.2 Non-routine Maintenance

Non-routine maintenance should be carried out on an “as needed” basis for problems identified in the monitoring program.

1. *Emergency Outlet Maintenance.* The routine or extreme event monitoring may identify serious problems with the outlet structure such as major blockage by debris. These situations will need to be remedied immediately.
2. *Bank Repairs.* Areas of bank erosion that are deemed to need repair should be dealt with in the late summer, preferably after the July dry - season monitoring. Care should be taken to keep the amount of vehicle use in the infiltration basins to an absolute minimum to help preserve infiltration capacity.
3. *Sediment Removal.* Sediment contaminated with oil or other petroleum hydrocarbons will need to be removed as needed. Should evidence of contamination be present, sediment sampling can be done to quantify the level of contamination or, if preferred, the contaminated sediment can be removed without prior sampling. Sediment to be removed will need to be tested using the toxic characteristics leaching procedure (TCLP) per U.S. EPA regulations (40 CFR Part 261). This procedure is needed to determine whether the sediment is clean enough for use as general fill. This is usually the case, but special disposal criteria per the Resource Conservation and Recovery Act (RCRA) may be needed in exceptional circumstances. Besides remediation contaminated sediments, removal of sediment from the stormwater basins is expected to be a very infrequent activity. The monitoring records should be used to identify trends in sediment deposition, both to establish whether sediment removal is needed and to help locate upstream sediment sources that may be accelerating deposition in the basins. Should a decrease in infiltration be noted in Basins 1a and 4, a percolation test should be scheduled. If the percolation test shows infiltration rates of less than 4 inches per hour for Basin 1a or 3.8 inches per hour for Basin 4, steps to improve infiltration should be taken. As a first response for smaller areas, a crew should enter the basin on foot and hand shovel any coating of sediment which is believed to be inhibiting infiltration. After removal the underlying sand should be raked to aerate it. If this does not improve the infiltration to a satisfactory rate, aeration holes can be created using a variety of tools, to be chosen based on the size of the area which needs to be aerated. A core aerator, one that removes a core of soil/sand is preferable as it is least likely to cause subsurface compaction and most likely to improve infiltration. If aeration measures do not increase infiltration to the desired rate, tilling can be undertaken if compaction is believed to be the problem. If the problem is due to a high amount of clay in the sand, the top layer of sand/clay may be removed and replaced with low/no clay sand.

4. *Geotextile Liner Repairs.* A leaking liner in Basin 3 could lead to bank instabilities in the bluff on the north east side of Reservation Road. If significant wetting is observed, its location in relation to Basin 3 should be noted and the extent, duration, and timing should be noted as well. The location of wetting along the bluff suggests the location of the leak within Basin 3.
5. *Improper Encroachment.* There will be fencing enclosing Basin 1A, Basin 2A, and Basin 3 provided for the proper working of the basins and protection of the public. Any signs of encroachment should be noted and remedial actions should be taken to prevent future encroachment.

4.3 Responsible Parties

Monitoring and maintenance activities shall be performed by the East Garrison Community Services District (CSD). The East Garrison Community Services District (CSD) should be free to delegate and/or contract for services as needed to assure that the monitoring and maintenance program is completed in a thorough and timely manner.

4.4 Funding for Maintenance and Monitoring

Funding for the activities covered in this OMM will come from funds provided by the East Garrison Community Services District (CSD).

4.5 Reporting

A summary report of the previous year's monitoring and maintenance activities should be prepared after the dry season monitoring. The report should compile the monitoring checklists used during every inspection visit to the basins and note any and all maintenance activities that were carried out.

The annual reports should be made available to local and regulatory agency staff as requested. Annual reports should be kept for a period of no less than 5 years to aid in the review of the performance of the basins and detection of trends in maintenance needs.

5. LIMITATIONS

This report was prepared in general accordance with the accepted standard of practice in surface-water hydrology and stormwater quality management existing in Northern California for projects of similar scale at the time the investigations were performed. No other warranties, expressed or implied, are made.

Concepts, findings and interpretations contained in this plan are intended for the exclusive use of William Lyon Homes, under the conditions presently prevailing except where noted otherwise. Their use beyond the boundaries of the East Garrison site could lead to environmental or structural damage, and/or to noncompliance with policies, regulations or permits. The assumptions and findings in this report were developed solely for the design of storm drainage infrastructure at the site as an aid to more detailed civil engineering work. They should not be used for other purposes without great care, updating, review of analytical methods used, and consultation with Balance staff familiar with the site

6. REFERENCES

Balance Hydrologics Inc. 2005, Stormwater Management Plan for the East Garrison Project, Monterey, California

Balance Hydrologics Inc. 2006, Stormwater Management Plan for the East Garrison Project, Monterey, California

Storm Water Quality Task Force, 1993, California storm water best management practice handbook, multi-paged

FIGURES



Figure 1. Post-Project drainage figure,
East Garrison, County of Monterey

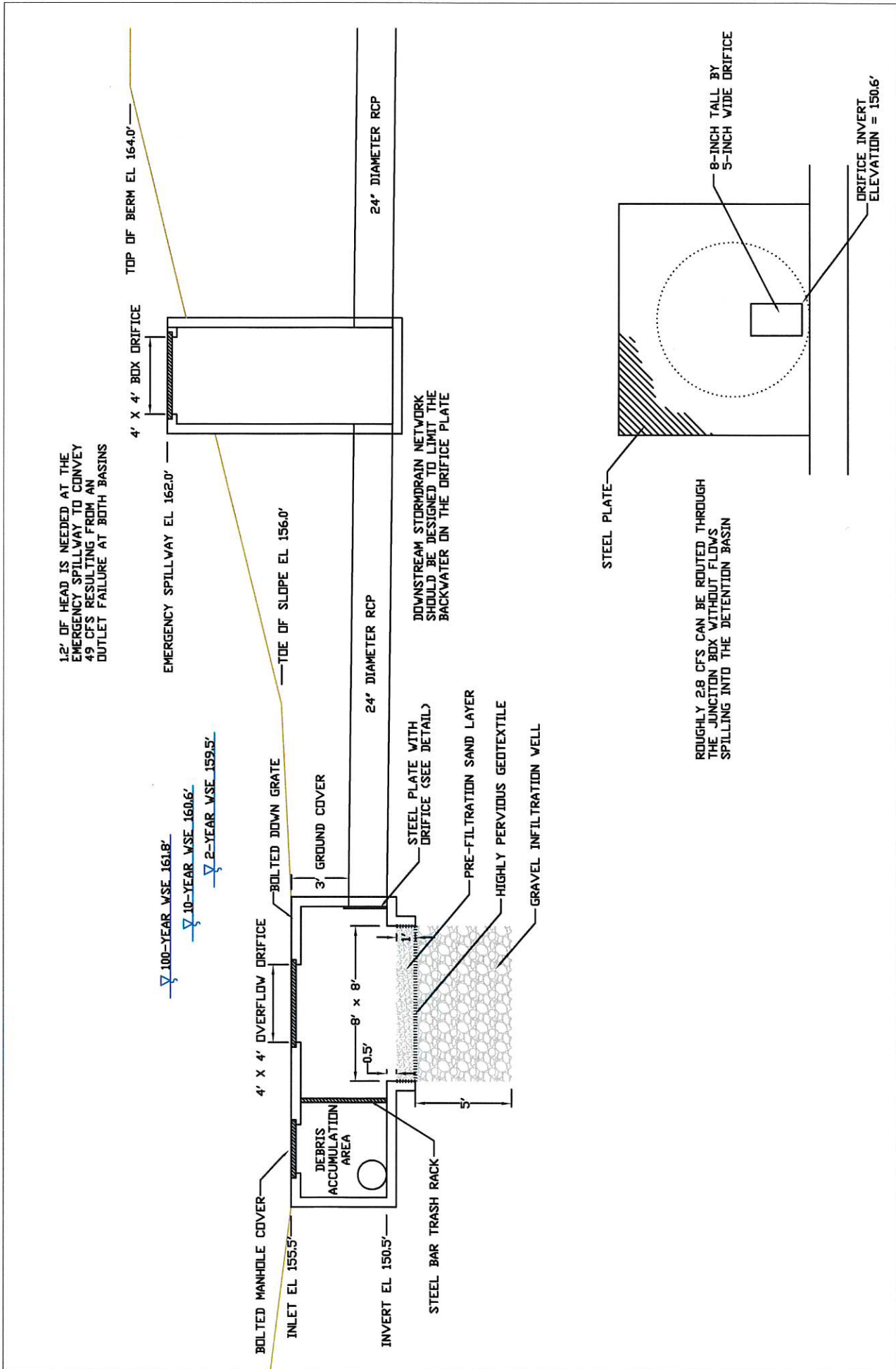


Figure 2. Proposed Basin 2b junction box configuration with infiltration well, East Garrison, Monterey County, California

APPENDICES

APPENDIX A

Maintenance Report Forms

East Garrison Stormwater Basins
SITE INSPECTION AND MAINTENANCE SCHEDULE

| Monitoring/Maintenance Activity | Frequency |
|---|---|
| Water surface drawdown observation | Twice annually after rainfall event greater than 0.2 inches in 24 hours, as well as in the event of rainfall at least 2 inches in 24 hours. |
| Inlet/outlet inspection | Twice annually |
| Erosion Observation | Twice annually |
| Sediment deposition observation | Twice annually |
| Basin 3 liner inspection | Twice annually |
| Public safety inspection | Twice annually |
| Vector control | Twice annually |
| Removal of litter and course debris. | Twice annually |
| Vegetation control and management. | Twice annually |
| Cleaning of stormwater basin outlet structures. | Twice annually |
| Stormwater Basin 2b junction box inspection/maintenance | Twice annually |
| Bank repairs | As needed |
| Sediment removal | As needed |
| Geotextile liner repair | As needed |
| Improper encroachment remediation | As needed |

East Garrison Stormwater Basin 1a and 1b

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin

Inspector: _____ Date: _____

Weather conditions: _____

Days since last rainfall: _____ Date of last visit: _____

| | ELEMENT | YES | NO | N/A | COMMENTS/ SUGGESTED MAINTENANCE |
|--------------------------------------|---|-----|----|-----|---------------------------------|
| Inlet/Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Is there large vegetation growing within 6 feet of the inlet opening? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Are there any obstructions blocking the opening of the open topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to stabilize the slopes or embankments? | | | | |
| Infiltration Obstructions | Is there a buildup of algae or silt on the floor of the basin? To what degree? | | | | |
| | Does maintenance need to be scheduled to remove the buildup? | | | | |
| | Can the buildup be removed by hand or will vehicles be required? | | | | |

East Garrison Stormwater Basin 1a and 1b

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin

| | | | | | |
|---|---|--|--|--|--|
| Infiltration Rate Monitoring | Is there evidence of long term (more than a week) ponding of water? Describe in the notes. | | | | |
| | Have direct observations been made of standing water in the basin for longer than 48 hours after the last pump cycle? | | | | |
| | What is believed to be the cause of the standing water? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Human Encroachment | Is there evidence of encroachment, vandalism or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed encroachment? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |
| Basin 1b | Is there any evidence of prolonged standing water in Basin 1b? | | | | |
| | Is there an excess of trash or debris in Basin 1b? | | | | |
| | Has the over flow from basin 1a to basin 1b been overtopped since the last visit? | | | | |

East Garrison Stormwater Basin 2a

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

Inspector: _____ Date: _____

Weather conditions: _____

Days since last rainfall: _____ Date of last visit: _____

| | ELEMENT | YES | NO | N/A | COMMENTS/SUGGESTED MAINTENANCE |
|----------------------------------|---|-----|----|-----|--------------------------------|
| Inlet/Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Are there any obstructions blocking the opening of the open topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Vandalism | Is there evidence of vandalism or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed vandalism? | | | | |

East Garrison Stormwater Basin 2a

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin

| | | | | | |
|---|--|--|--|--|--|
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

East Garrison Stormwater Basin 2b

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

Inspector: _____ Date: _____

Weather conditions: _____

Days since last rainfall: _____ Date of last visit: _____

| | ELEMENT | YES | NO | N/A | COMMENTS/ SUGGESTED MAINTENANCE |
|-----------------------------------|---|-----|----|-----|---------------------------------|
| Inlet /Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Are there any obstructions blocking the opening of the open topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Vandalism | Is there evidence of vandalism or improper use of the Multi-use stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed vandalism? | | | | |

East Garrison Stormwater Basin 2b

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin

| | | | | | |
|---|---|--|--|--|--|
| Junction Box | Does the infiltration structure appear to be infiltrating low flows? | | | | |
| | Has the sand and geotextile been replaced within the last year? | | | | |
| | Are there any obstructions blocking the inlet or outlet structures? | | | | |
| | Has the debris collection area been emptied within the last year? | | | | |
| | Does the junction box require an increase in maintenance activities to function properly? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

East Garrison Stormwater Basin 3

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

Inspector: _____ Date: _____

Weather conditions: _____

Days since last rainfall: _____ Date of last visit: _____

| | ELEMENT | YES | NO | N/A | COMMENTS/ SUGGESTED MAINTENANCE |
|-----------------------------------|---|-----|----|-----|---------------------------------|
| Inlet /Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Has there been any recent pump maintenance? | | | | |
| | Are there any obstructions blocking the opening of the open topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to stabilize the embankments? | | | | |
| Basin Grading | Are there signs of pooling water separate from the pump house? | | | | |
| | Can the observed pools be drained by digging a channel to the pump inlet? | | | | |
| | Does maintenance need to be scheduled to regrade the basin floor? | | | | |

East Garrison Stormwater Basin 3

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

| | | | | | |
|---|--|--|--|--|--|
| Adjacent Bluff | Are the slopes of the adjacent bluff (Across Reservation Road) showing signs of wetting? | | | | |
| | Does maintenance need to be scheduled to eliminate bluff wetting? | | | | |
| Vandalism | Is there evidence of vandalism or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed vandalism? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

East Garrison Stormwater Basin 4

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

Inspector: _____ Date: _____

Weather conditions: _____

Days since last rainfall: _____ Date of last visit: _____

| | ELEMENT | YES | NO | N/A | COMMENTS/ SUGGESTED MAINTENANCE |
|----------------------------|--|-----|----|-----|---------------------------------|
| Inlet /Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Is there large vegetation growing within 6 feet of the inlet opening? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to stabilize the slopes or embankments? | | | | |
| Infiltration Obstructions | Is there a buildup of algae or silt on the floor of the basin? To what degree? | | | | |
| | Does maintenance need to be scheduled to remove the buildup? | | | | |
| | Can the buildup be removed by hand or will vehicles be required? | | | | |

East Garrison Stormwater Basin 4

SITE INSPECTION AND MAINTENANCE REPORT FORM

To be completed during each inspection and maintenance visit to the basin.

| | | | | | |
|---|---|--|--|--|--|
| Infiltration Rate Monitoring | Is there evidence of long term (more than a week) ponding of water? Describe in the notes. | | | | |
| | Have direct observations been made of standing water in the basin for longer than 48 hours after the last rain? | | | | |
| | What is believed to be the cause of the standing water? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Human Encroachment | Is there evidence of encroachment, vandalism or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed encroachment? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

**STORMWATER BASIN MONITORING AND MAINTENANCE
SUMMARY REPORT FORM**

East Garrison

MAINTENANCE AND CORRECTIVE ACTIONS UNDERTAKEN
(If none required, enter date and "none")

| DATE | MAINTENANCE NEEDED OR DEFICIENCY NOTED AND BASIN OF OCCURRENCE | DATE | MAINTENANCE OR CORRECTIVE ACTION UNDERTAKEN |
|-------------|---|-------------|--|
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APPENDIX C

HOA and CSD Maintenance Budgets



| YEAR | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367 | 2368 | 2369 | 2370 | 2371 | 2372 | 2373 | 2374 | 2375 | 2376 | 2377 | 2378 | 2379 | 2380 | 2381 | 2382 | 2383 | 2384 | 2385 | 2386 | 2387 | 2388 | 2389 | 2390 | 2391 | 2392 | 2393 | 2394 | 2395 | 2396 | 2397 | 2398 | 2399 | 2400 | 2401 | 2402 | 2403 | 2404 | 2405 | 2406 | 2407 | 2408 | 2409 | 2410 | 2411 | 2412 | 2413 | 2414 | 2415 | 2416 | 2417 | 2418 | 2419 | 2420 | 2421 | 2422 | 2423 | 2424 | 2425 | 2426 | 2427 | 2428 | 2429 | 2430 | 2431 | 2432 | 2433 | 2434 | 2435 | 2436 | 2437 | 2438 | 2439 | 2440 | 2441 | 2442 | 2443 | 2444 | 2445 | 2446 | 2447 | 2448 | 2449 | 2450 | 2451 | 2452 | 2453 | 2454 | 2455 | 2456 | 2457 | 2458 | 2459 | 2460 | 2461 | 2462 | 2463 | 2464 | 2465 | 2466 | 2467 | 2468 | 2469 | 2470 | 2471 | 2472 | 2473 | 2474 | 2475 | 2476 | 2477 | 2478 | 2479 | 2480 | 2481 | 2482 | 2483 | 2484 | 2485 | 2486 | 2487 | 2488 | 2489 | 2490 | 2491 | 2492 | 2493 | 2494 | 2495 | 2496 | 2497 | 2498 | 2499 | 2500 | 2501 | 2502 | 2503 | 2504 | 2505 | 2506 | 2507 | 2508 | 2509 | 2510 | 2511 | 2512 | 2513 | 2514 | 2515 | 2516 | 2517 | 2518 | 2519 | 2520 | 2521 | 2522 | 2523 | 2524 | 2525 | 2526 | 2527 | 2528 | 2529 | 2530 | 2531 | 2532 | 2533 | 2534 | 2535 | 2536 | 2537 | 2538 | 2539 | 2540 | 2541 | 2542 | 2543 | 2544 | 2545 | 2546 | 2547 | 2548 | 2549 | 2550 | 2551 | 2552 | 2553 | 2554 | 2555 | 2556 | 2557 | 2558 | 2559 | 2560 | 2561 | 2562 | 2563 | 2564 | 2565 | 2566 | 2567 | 2568 | 2569 | 2570 | 2571 | 2572 | 2573 | 2574 | 2575 | 2576 | 2577 | 2578 | 2579 | 2580 | 2581 | 2582 | 2583 | 2584 | 2585 | 2586 | 2587 | 2588 | 2589 | 2590 | 2591 | 2592 | 2593 | 2594 | 2595 | 2596 | 2597 | 2598 | 2599 | 2600 | 2601 | 2602 | 2603 | 2604 | 2605 | 2606 | 2607 | 2608 | 2609 | 2610 | 2611 | 2612 | 2613 | 2614 | 2615 | 2616 | 2617 | 2618 | 2619 | 2620 | 2621 | 2622 | 2623 | 2624 | 2625 | 2626 | 2627 | 2628 | 2629 | 2630 | 2631 | 2632 | 2633 | 2634 | 2635 | 2636 | 2637 | 2638 | 2639 | 2640 | 2641 | 2642 | 2643 | 2644 | 2645 | 2646 | 2647 | 2648 | 2649 | 2650 | 2651 | 2652 | 2653 | 2654 | 2655 | 2656 | 2657 | 2658 | 2659 | 2660 | 2661 | 2662 | 2663 | 2664 | 2665 | 2666 | 2667 | 2668 | 2669 | 2670 | 2671 | 2672 | 2673 | 2674 | 2675 | 2676 | 2677 | 2678 | 2679 | 2680 | 2681 | 2682 | 2683 | 2684 | 2685 | 2686 | 2687 | 2688 | 2689 | 2690 | 2691 | 2692 | 2693 | 2694 | 2695 | 2696 | 2697 | 2698 | 2699 | 2700 | 2701 | 2702 | 2703 | 2704 | 2705 | 2706 | 2707 | 2708 | 2709 | 2710 | 2711 | 2712 | 2713 | 2714 | 2715 | 2716 | 2717 | 2718 | 2719 | 2720 | 2721 | 2722 | 2723 | 2724 | 2725 | 2726 | 2727 | 2728 | 2729 | 2730 | 2731 | 2732 | 2733 | 2734 | 2735 | 2736 | 2737 | 2738 | 2739 | 2740 | 2741 | 2742 | 2743 | 2744 | 2745 | 2746 | 2747 | 2748 | 2749 | 2750 | 2751 | 2752 | 2753 | 2754 | 2755 | 2756 | 2757 | 2758 | 2759 | 2760 | 2761 | 2762 | 2763 | 2764 | 2765 | 2766 | 2767 | 2768 | 2769 | 2770 | 2771 | 2772 | 2773 | 2774 | 2775 | 2776 | 2777 | 2778 | 2779 | 2780 | 2781 | 2782 | 2783 | 2784 | 2785 | 2786 | 2787 | 2788 | 2789 | 2790 | 2791 | 2792 | 2793 | 2794 | 2795 | 2796 | 2797 | 2798 | 2799 | 2800 | 2801 | 2802 | 2803 | 2804 | 2805 | 2806 | 2807 | 2808 | 2809 | 2810 | 2811 | 2812 | 2813 | 2814 | 2815 | 2816 | 2817 | 2818 | 2819 | 2820 | 2821 | 2822 | 2823 | 2824 | 2825 | 2826 | 2827 | 2828 | 2829 | 2830 | 2831 | 2832 | 2833 | 2834 | 2835 | 2836 | 2837 | 2838 | 2839 | 2840 | 2841 | 2842 | 2843 | 2844 | 2845 | 2846 | 2847 | 2848 | 2849 | 2850 | 2851 | 2852 | 2853 | 2854 | 2855 | 2856 | 2857 | 2858 | 2859 | 2860 | 2861 | 2862 | 2863 | 2864 | 2865 | 2866 | 2867 | 2868 | 2869 | 2870 | 2871 | 2872 | 2873 | 2874 | 2875 | 2876 | 2877 | 2878 | 2879 | 2880 | 2881 | 2882 | 2883 | 2884 | 2885 | 2886 | 2887 | 2888 | 2889 | 2890 | 2891 | 2892 | 2893 | 2894 | 2895 | 2896 | 2897 | 2898 | 2899 | 2900 | 2901 | 2902 | 2903 | 2904 | 2905 | 2906 | 2907 | 2908 | 2909 | 2910 | 2911 | 2912 | 2913 | 2914 | 2915 | 2916 | 2917 | 2918 | 2919 | 2920 | 2921 | 2922 | 2923 | 2924 | 2925 | 2926 | 2927 | 2928 | 2929 | 2930 | 2931 | 2932 | 2933 | 2934 | 2935 | 2936 | 2937 | 2938 | 2939 | 2940 | 2941 | 2942 | 2943 | 2944 | 2945 | 2946 | 2947 | 2948 | 2949 | 2950 | 2951 | 2952 | 2953 | 2954 | 2955 | 2956 | 2957 | 2958 | 2959 | 2960 | 2961 | 2962 | 2963 | 2964 | 2965 | 2966 | 2967 | 2968 | 2969 | 2970 | 2971 | 2972 | 2973 | 2974 | 2975 | 2976 | 2977 | 2978 | 2979 | 2980 | 2981 | 2982 | 2983 | 2984 | 2985 | 2986 | 2987 | 2988 | 2989 | 2990 | 2991 | 2992 | 2993 | 2994 | 2995 | 2996 | 2997 | 2998 | 2999 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 3038 | 3039 | 3040 | 3041 | 3042 | 3043 | 3044 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3052 | 3053 | 3054 | 3055 | 3056 | 3057 | 3058 | 3059 | 3060 | 3061 | 3062 | 3063 | 3064 | 3065 | 3066 | 3067 | 3068 | 3069 | 3070 | 3071 | 3072 | 3073 | 3074 | 3075 | 3076 | 3077 | 3078 | 3079 | 3080 | 3081 | 3082 | 3083 | 3084 | 3085 | 3086 | 3087 | 3088 | 3089 | 3090 | 3091 | 3092 | 3093 | 3094 | 3095 | 3096 | 3097 | 3098 | 3099 | 3100 | 3101 | 3102 | 3103 | 3104 | 3105 | 3106 | 3107 | 3108 | 3109 | 3110 | 3111 | 3112 | 3113 | 3114 | 3115 | 3116 | 3117 | 3118 | 3119 | 3120 | 3121 | 3122 | 3123 | 3124 | 3125 | 3126 | 3127 | 3128 | 3129 | 3130 | 3131 | 3132 | 3133 | 3134 | 3135 | 3136 | 3137 | 3138 | 3139 | 3140 | 3141 | 3142 | 3143 | 3144 | 3145 | 3146 | 3147 | 3148 | 3149 | 3150 | 3151 | 3152 | 3153 | 3154 | 3155 | 3156 | 3157 | 3158 | 3159 | 3160 | 3161 | 3162 | 3163 | 3164 | 3165 | 3166 | 3167 | 3168 | 3169 | 3170 | 3171 | 3172 | 3173 | 3174 | 3175 | 3176 | 3177 | 3178 | 3179 | 3180 | 3181 | 3182 | 3183 | 3184 | 3185 | 3186 | 3187 | 3188 | 3189 | 3190 | 3191 | 3192 | 3193 | 3194 | 3195 | 3196 | 3197 | 3198 | 3199 | 3200 | 3201 | 3202 | 3203 | 3204 | 3205 | 3206 | 3207 | 3208 | 3209 | 3210 | 3211 | 3212 | 3213 | 3214 | 3215 | 3216 | 3217 | 3218 | 3219 | 3220 | 3221 | 3222 | 3223 | 3224 | 3225 | 3226 | 3227 | 3228 | 3229 | 3230 | 3231 | 3232 | 3233 | 3234 | 3235 | 3236 | 3237 | 3238 | 3239 | 3240 | 3241 | 3242 | 3243 | 3244 | 3245 | 3246 | 3247 | 3248 | 3249 | 3250 | 3251 | 3252 | 3253 | 3254 | 3255 | 3256 | 3257 | 3258 | 3259 | 3260 | 3261 | 3262 | 3263 | 3264 | 3265 | 3266 | 3267 | 3268 | 3269 | 3270 | 3271 | 3272 | 3273 | 3274 | 3275 | 3276 | 3277 | 3278 | 3279 | 3280 | 3281 | 3282 | 3283 | 3284 | 3285 | 3286 | 3287 | 3288 | 3289 | 3290 | 3291 | 3292 | 3293 | 3294 | 3295 | 3296 | 3297 | 3298 | 3299 | 3300 | 3301 | 3302 | 3303 | 3304 | 3305 | 3306 | 3307 | 3308 | 3309 | 3310 | 3311 | 3312 | 3313 | 3314 | 3315 | 3316 | 3317 | 3318 | 3319 | 3320 | 3321 | 3322 | 3323 | 3324 | 3325 | 3326 | 3327 | 3328 | 3329 | 3330 | 3331 | 3332 | 3333 | 3334 | 3335 | 3336 | 3337 | 3338 | 3339 | 3340 | 3341 | 3342 | 3343 | 3344 | 3345 | 3346 | 3347 | 3348 | 3349 | 3350 | 3351 | 3352 | 3353 | 3354 | 3355 | 3356 | 3357 | 3358 | 3359 | 3360 | 3361 | 3362 | 3363 | 3364 | 3365 | 3366 | 3367 | 3368 | 3369 | 3370 | 3371 | 3372 | 3373 | 3374 | 3375 | 3376 | 3377 | 3378 | 3379 | 3380 | 3381 | 3382 | 3383 | 3384 | 3385 | 3386 | 3387 | 3388 | 3389 |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-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| YEAR | 2022 |
|---------------------------------|--------------|
| Cumulative No. of Units | 1,400 |
| A. INCOME | |
| CPD Special Taxes | \$ 6,890,241 |
| B. PROJECTED EXPENSES | |
| Asphalt Repairs | \$ 61,325 |
| Asphalt Overlay | \$ 82,793 |
| Street Signs | \$ 1,442 |
| Asphalt Strip/Stitching | \$ 12,573 |
| Asphalt Overlay | \$ 102,920 |
| Concrete Curb and Gutter Repair | \$ 1,174 |
| Concrete Sidewalk Repair | \$ 5,103 |
| Concrete Sidewalk Repair | \$ 9,659 |
| Landscaping (Shrubscapes) | \$ 121,303 |
| Landscaping (Open Space) | \$ 533,781 |
| Landscaping (Open Space) | \$ 1,074 |
| Landscaping (Bluff) | \$ 288,287 |
| Landscaping (Bluff) | \$ 17,095 |
| Youth Camp Fence | \$ 321,815 |
| MST (Transit) | \$ 2,226,815 |
| Storm Drain | \$ 61,495 |
| Storm Drain Structure | \$ 5,704 |
| Storm Drain Equipment | \$ 94,026 |
| Motor Repairs | \$ 20,120 |
| Motor Repairs | \$ 4,000 |
| Light Maintenance/Supplies | \$ 40,238 |
| Maintenance Inspections | \$ 10,730 |
| Storm Drain Maintenance | \$ 67,095 |
| Community Park Maintenance | \$ 724,925 |
| Community Park Maintenance | \$ 1,074 |
| Misc & Contingency (15%) | \$ 1,074 |
| SUBTOTAL - EXPENSES | \$ 6,983,357 |
| RESERVE | \$ 1,584 |
| EXPENSES | \$ 8,567,741 |
| CUMULATIVE RESERVE | \$ 145,509 |

| | |
|--|-----------|
| ASSUMPTIONS | |
| Total Taxable Units | 1,400 |
| Annual Special Tax (per Unit) | \$ 4.92 |
| Annual Special Tax per Unit | \$ 46,092 |
| Total Non-Residential Building Area (sq.ft.) | |
| Annual Assessment per non-res sq. foot | |
| Investment Earnings | |
| Initial Seed Fund | |
| Amount Financed | |
| Interest Rate | |
| Term of Loan (yrs) | |
| Assessment Cap (per residential unit) | |
| Expense Absorption Period (Yrs) | |

ESTIMATED ANNUAL EXPENSES IN 2023 (DOLLAR)

| | |
|---------------------------------|--|
| Street Lights | |
| Traffic Signals | |
| Street Signs | |
| Asphalt Strip/Stitching | |
| Asphalt Overlay | |
| Street Sweeping | |
| Concrete Curb and Gutter Repair | |
| Concrete Sidewalk Repair | |
| Landscaping (Shrubscapes) | |
| Landscaping (Open Space) | |
| Landscaping (Bluff) | |
| Landscaping (Bluff) | |
| Storm Drain Fence | |
| MST (Transit) | |
| Storm Drain | |
| Storm Drain Structure | |
| Storm Drain Equipment | |
| Motor Repairs | |
| Motor Repairs | |
| Light Maintenance/Supplies | |
| Maintenance Inspections | |
| Storm Drain Maintenance | |
| Community Park Maintenance | |
| Community Park Maintenance | |
| Misc & Contingency (15%) | |
| TOTAL | |

APPENDIX D

Maintenance Checklists

A P P E N D I X D



Stormwater/Flood Control Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|---------------------------|---|-----|----|-----|---------------------|
| Inlet/Outlet Obstructions | Are any of the inlets obstructed with debris? | | | | |
| | Is there large vegetation growing within 6 feet of inlet opening? | | | | |
| | Are the inlets functioning in a satisfactory manner? | | | | |
| | Are there any obstructions blocking the opening of the topped riser? | | | | |
| Overall Basin Condition | Is there coarse debris or trash in the basin? | | | | |
| | Can the debris be removed by hand or will vehicles be required? | | | | |
| | Is there an overgrowth of vegetation such that the volume of the basin is diminished? | | | | |
| | Can the vegetation be removed by hand or will vehicles be required? | | | | |
| | Are the side slopes and embankments in good condition? | | | | |
| | Does maintenance need to be scheduled to stabilize the slopes or embankments? | | | | |
| Infiltration Obstructions | Is there a buildup of algae or silt on the floor of the basin? To what degree? | | | | |
| | Does maintenance need to be scheduled to remove the buildup? | | | | |
| | Can the buildup be removed by hand or will vehicles be required? | | | | |

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 Revised February 4, 2008

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|--|---|-----|----|-----|---------------------|
| Infiltration Rate Monitoring | Is there evidence of long term (more than a week) ponding of water? Describe in the notes. | | | | |
| | Have direct observations been made of standing water in the basin for longer than 48 hours after the last pump cycle? | | | | |
| | What is believed to be the cause of the standing water? | | | | |
| | Does maintenance need to be scheduled to remediate the problem? | | | | |
| Human Encroachment | Is there evidence of encroachment, vandalism, or improper use of the stormwater basin? | | | | |
| | Does maintenance need to be scheduled to repair any damage? | | | | |
| | What efforts can be undertaken to reduce any observed encroachment? | | | | |
| Additional Maintenance Recommendations | Do any basin structures require maintenance to provide more effective function? | | | | |
| | Are there remedial or repair tasks that should be undertaken in the near future? | | | | |

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Park/Open Space Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|----------------------|--|-----|----|-----|---------------------|
| Sports Facilities | Are basketball courts and goals in an operable condition? If not, what repairs are needed? | | | | |
| | Have baseball/softball infields been raked? Are foul lines present and legible? | | | | |
| | Have turf areas been mowed to a playable height? Are there areas of turf in need of repair? | | | | |
| | Have soccer field markings been striped? Are goals and nets in a useable condition? | | | | |
| Vegetation | Are lawn/native ground cover areas in need of mowing? | | | | |
| | Do trees need to be pruned? Is there any need for a tree maintenance service? | | | | |
| | Have flower beds been planted and weeded? | | | | |
| | Do leaves and other dead vegetation need to be culled and/or collected? | | | | |
| | Do hedges and other low lying shrubs need to be trimmed or pruned? | | | | |
| | Are irrigation systems in need of repair? | | | | |
| Playground Equipment | Is any playground equipment in an unsafe condition (i.e., exposed sharp corners, broken swings)? | | | | |
| | Is cushion material (padding, wood chips) in a safe condition? | | | | |

5866.300.401

April 20, 2007

Revised February 4, 2008

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|--------------------------|--|-----|----|-----|---------------------|
| | Does any equipment need to be cleaned or painted? | | | | |
| | Does maintenance need to be scheduled to remediate any problems? | | | | |
| Whitcher Family Cemetery | Is bench/plaque in a clean condition? | | | | |
| | Is fencing in need of painting/repair? | | | | |
| | Does any vegetation need to be pruned or collected? | | | | |
| | Is there any evidence of an unsafe condition? | | | | |
| Picnic Areas/Other | Are benches and tables in a clean, safe condition? | | | | |
| | Is there any evidence of vandalism or graffiti? To what degree? | | | | |
| | Are restrooms clean? Are fixtures in an operable condition? | | | | |
| | Are water fountains functioning properly? | | | | |
| | Are game tables in proper condition? | | | | |
| | Is the interactive fountain free of debris? Is it operating and draining properly? | | | | |
| | Are trash bins and barbecue facilities in an operable, clean condition? | | | | |
| Pavilion | Are seating surfaces in a safe, useable condition? | | | | |
| | Is the fire pit in an operable, clean condition? | | | | |
| | Is the stage area and equipment in a clean and operating condition? | | | | |

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 April 20, 2007
 Revised February 4, 2008

Road Maintenance Checklist

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|---------------------|---|-----|----|-----|---------------------|
| Street Pavement | Have streets been swept or are in need of sweeping? | | | | |
| | Are areas of street pavement exhibiting signs of distress? If so, to what degree? | | | | |
| | Are pavement markings coherent and visible? Are bicycle lanes clearly delineated? | | | | |
| | Does maintenance need to be scheduled to repair street pavement sections? | | | | |
| Drainage Facilities | Are curb and gutters in good condition and capable of directing surface flows? | | | | |
| | Are inlets and catch basins free of debris? | | | | |
| | Is there any evidence of ponding water or flow obstructions at or near inlets? | | | | |
| | Are any grates of safety devices missing or damaged at inlets? If so, what is degree of damage? | | | | |
| | Does maintenance need to be scheduled repair drainage facilities? | | | | |
| Signage | Are any street signs missing or in need of replacement? | | | | |
| | Are street signs clean and visible from a proper distance? | | | | |
| | Do additional or replacement signs need to be ordered? | | | | |

5866.300.401
April 20, 2007
Revised February 4, 2008

| | Monitoring/Maintenance Activity | Yes | No | N/A | Maintenance Remarks |
|---------------|---|-----|----|-----|---------------------|
| Sidewalks | Are sidewalks in need of sweeping or any type of debris removal? | | | | |
| | Are curb cuts and sidewalk access points free of debris and accessible? | | | | |
| | Is there any evidence of sidewalk pavement distress? If so, to what degree? | | | | |
| | Does maintenance need to be scheduled to remediate any noted problems? | | | | |
| Street Lights | Are streetlights/electroliers functioning? Are any structures in disrepair or danger of collapse? | | | | |
| | Are traffic signals in an operable condition? Have bulbs or LED matrices been replaced or are in need of replacement? | | | | |
| | Is there any evidence of damage that warrants maintenance or replacement? | | | | |

5866.300.401
April 20, 2007
Revised February 4, 2008

EAST GARRISON COMMUNITY SERVICES DISTRICT STANDARD AGREEMENT

This **Agreement** is made by and between the East Garrison Community Services District (hereinafter, "EGCSD"), a dependent special district in the County of Monterey, and

_____,
(hereinafter, "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The EGCSD hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

2.0 PAYMENT PROVISIONS:

EGCSD shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by EGCSD to CONTRACTOR under this Agreement shall not exceed the sum of: \$_____.

3.0 TERM OF AGREEMENT:

3.1 The term of this Agreement is from _____ to _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and EGCSD and with EGCSD signing last, and **CONTRACTOR may not commence work before EGCSD signs this Agreement.**

3.2 The EGCSD reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

- 6.1 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The EGCSO does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the EGCSO and the CONTRACTOR.
- 6.3 Invoice amounts shall be billed directly to the ordering department.
- 6.4 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The EGCSO shall certify the invoice, either in the requested amount or in such other amount as the EGCSO approves in conformity with this Agreement and shall promptly submit such invoice to the EGCSO/County Auditor-Controller for payment. The EGCSO/County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.0 TERMINATION:

- 7.1 During the term of this Agreement, the EGCSO may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.2 The EGCSO may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If EGCSO terminates this Agreement for good cause, the EGCSO may be relieved of the payment of any consideration to CONTRACTOR, and the EGCSO may proceed with the work in any manner, which EGCSO deems proper. The cost to the EGCSO shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.3 The EGCSO's payments to CONTRACTOR under this Agreement are funded by local, State and Federal governments. If funds from local, State and Federal sources are not obtained and continued at a level sufficient to allow for the EGCSO's purchase of the indicated quantity of services, then the EGCSO may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the EGCSO may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

- 9.1 **Evidence of Coverage:** Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the EGCSO, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the EGCSO has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

- 9.3 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCSD approval.)

Requestor must check the appropriate Business Automobile Liability Insurance Threshold:

Requestor must check the appropriate box.

- ☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- ☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCSD approval.)

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

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCSD approval.)

9.4 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the EGCSO and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the EGCSO shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial General Liability and Business Automobile Liability policies shall provide an endorsement naming the EGCSO and the County of Monterey, their respective officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the EGCSO or County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required form for Business Automobile Liability Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the EGCSO, CONTRACTOR shall file certificates of insurance with the EGCSO's/County's Contract Administrator and EGCSO's/County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by EGCSO, annual certificates to EGCSO's/County's Contract Administrator and EGCSO's/County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, EGCSO shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles EGCSO, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all Federal, State, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the EGCSO or prepared in connection with the performance of this Agreement, unless EGCSO specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to EGCSO any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **EGCSO Records:** When this Agreement expires or terminates, CONTRACTOR shall return to EGCSO any EGCSO records which CONTRACTOR used or received from EGCSO to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by Federal, State, and EGCSO rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The EGCSO shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the EGCSO or as part of any audit of the EGCSO, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** EGCSO shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of EGCSO.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons

receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all Federal, State, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the EGCSO pursuant to a contract with the State or Federal government in which the EGCSO is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, EGCSO will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the EGCSO or County. No offer or obligation of permanent employment with the EGCSO or County or EGCSO department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from EGCSO or County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including Federal and State income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold EGCSO/County harmless from any and all liability which EGCSO/County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the EGCSO and CONTRACTOR's Contract Administrators at the addresses listed below:

| FOR EGCSO: | FOR CONTRACTOR: |
|-----------------------|------------------------|
| <hr/> | <hr/> |
| Name and Title | Name and Title |
| <hr/> | <hr/> |
| Address | Address |
| <hr/> | <hr/> |
| Phone: | Phone: |

15.0 MISCELLANEOUS PROVISIONS:

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the EGCS D and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the EGCS D and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the EGCS D. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the EGCS D. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the EGCS D and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 **Compliance with Applicable Law:** The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- 15.9 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both EGCS D and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 **Construction of Agreement:** The EGCS D and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the EGCS D or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the EGCS D and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the EGCS D and the CONTRACTOR as of the effective date of this Agreement, which is the date that the EGCS D signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE:

IN WITNESS WHEREOF, EGCSO and CONTRACTOR have executed this Agreement as of the day and year written below.

EGCSO

CONTRACTOR

By:

Chair, Board of Directors or
Designee

CONTRACTOR's Business Name*

Date:

By:

Department Head (if applicable)

By:

(Signature of Chair, President, or Vice-
President)*

Date:

Print Name and Title

Approved as to Form¹

By:

EGCSO Counsel

Date:

Date:

By:

(Signature of Secretary, Asst.
Secretary, CFO, Treasurer or Asst.
Treasurer)*

Approved as to Fiscal Provisions²

By:

Auditor/Controller

Date:

Date:

Print Name and Title

Approved as to Liability Provisions³

By:

Risk Manager

Date:

EGCSO Board of Directors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by EGCSO Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Manager is necessary only if changes are made in paragraphs 8 or 9

Attachment B

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MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma



February 12, 2020

TO: All Interested Proposers

SUBJECT: Proposal Due Date Extended

ADDENDUM NO. 1 TO
REQUEST FOR PROPOSALS (RFP) #10754
FOR THE
EAST GARRISON
COMMUNITY SERVICES DISTRICT
RESERVE FUND STUDY

The purpose of this Addendum No. 1 to RFP #10754 is to provide revisions to Section 3, Schedule of Activities, of the RFP. Please see Section 3 on page 2 of this Addendum No. 1 as the schedule of dates have been extended as reflected.

A signed copy of this Addendum No. 1 must be submitted along with your original Proposal package. If this acknowledgement signature page is not submitted with your original Proposal package, your entire Proposal package may be considered non-responsive.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NO. 1 TO RFP #10754.

Authorized Company Representative

Printed Name

Company Representative

Date

Please note the following changes to Section 3, Schedule of Activities:

| | |
|------------------------------------|---|
| RFP Release: | December 20, 2019 |
| Inquiry Deadline: | February 28, 2020 1/10/2020 @ 2:00 PM (PST) |
| Proposal Submission Deadline: | March 13, 2020 1/17/2020 @ 4:00 PM (PST) |
| Proposal Review: | March January , 2020 |
| Notification of Anticipated Award: | March January , 2020 |
| Tentative Agreement Date: | March / April February / March , 2020 |

This schedule is subject to change as necessary.

Attachment C

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EAST GARRISON COMMUNITY SERVICES DISTRICT STANDARD AGREEMENT

This **Agreement** is made by and between the East Garrison Community Services District (hereinafter, "EGCSD"), a dependent special district in the County of Monterey, and John H. Beatty & Associates, Inc. (hereinafter, "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The EGCSD hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

a Reserve Funds Study for the East Garrison Community Services District

2.0 PAYMENT PROVISIONS:

EGCSD shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by EGCSD to CONTRACTOR under this Agreement shall not exceed the sum of: \$22,380.00.

3.0 TERM OF AGREEMENT:

The term of this Agreement is from October 13, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and EGCSD and with EGCSD signing last, and **CONTRACTOR may not commence work before EGCSD signs this Agreement.**

3.1 The EGCSD reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Revision to Paragraph 8.0, Indemnification, of Agreement

Exhibit C Incorporation of RFP #10754, Addendum No. 1 to RFP #10754, and Proposal

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

- 6.1 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The EGCSO does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the EGCSO and the CONTRACTOR.
- 6.3 Invoice amounts shall be billed directly to the ordering department.
- 6.4 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The EGCSO shall certify the invoice, either in the requested amount or in such other amount as the EGCSO approves in conformity with this Agreement and shall promptly submit such invoice to the EGCSO/County Auditor-Controller for payment. The EGCSO/County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.0 TERMINATION:

- 7.1 During the term of this Agreement, the EGCSO may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2 The EGCSO may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If EGCSO terminates this Agreement for good cause, the EGCSO may be relieved of the payment of any consideration to CONTRACTOR, and the EGCSO may proceed with the work in any manner, which EGCSO deems proper. The cost to the EGCSO shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 The EGCSO's payments to CONTRACTOR under this Agreement are funded by the EGCSO Mello-Roos taxes. If funds from EGCSO Mello-Roos taxes are not obtained and continued at a level sufficient to allow for the EGCSO's purchase of the indicated quantity of services, then the EGCSO may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the EGCSO may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

Please refer to Exhibit B of Agreement.

AST / WB
Contractor's Initials

9/15/20 / 9/30/20
Date

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

9.0 INSURANCE REQUIREMENTS:

9.1 Evidence of Coverage: Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the EGCSO, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the EGCSO has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

- 9.3 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCS D approval.)

Requestor must check the appropriate Business Automobile Liability Insurance Threshold:
Requestor must check the appropriate box.

AFA 1/18
Contractor's Initials

9/15/20 / 9/30/20
Date

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCS D approval.)

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

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in "blue" ink. All proposed modifications are subject to EGCS D approval.)

9.4 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the EGCS D and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the EGCSO shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial General Liability and Business Automobile Liability policies shall provide an endorsement naming the EGCSO and the County of Monterey, their respective officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the EGCSO or County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required form for Business Automobile Liability Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the EGCSO, CONTRACTOR shall file certificates of insurance with the EGCSO's/County's Contract Administrator and EGCSO's/County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by EGCSO, annual certificates to EGCSO's/County's Contract Administrator and EGCSO's/County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, EGCSO shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles EGCSO, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all Federal, State, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the EGCSO or prepared in connection with the performance of this Agreement, unless EGCSO specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to EGCSO any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 **EGCSD Records:** When this Agreement expires or terminates, CONTRACTOR shall return to EGCSD any EGCSD records which CONTRACTOR used or received from EGCSD to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by Federal, State, and EGCSD rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The EGCSD shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the EGCSD or as part of any audit of the EGCSD, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** EGCSD shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of EGCSD.

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all Federal, State, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the EGCSO pursuant to a contract with the State or Federal government in which the EGCSO is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, EGCSO will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the EGCSO or County. No offer or obligation of permanent employment with the EGCSO or County or EGCSO department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from EGCSO or County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including Federal and State income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold EGCSO/County harmless from any and all liability which EGCSO/County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the EGCSO and CONTRACTOR's Contract Administrators at the addresses listed below:

| FOR EGCSO: | FOR CONTRACTOR: |
|--|--|
| Dalia Mariscal-Martinez Management Analyst | Arden T. Anderson, Partner |
| Name and Title | Name and Title |
| County of Monterey Resource Management Agency 1441 Schilling Place, South 2 nd Floor Salinas, California 93901-4527 | John H. Beatty & Associates, Inc. 2303 Camino Ramon, Suite 148 San Ramon, California 94583 |
| Address | Address |
| 831.755.8966 | 925.277.8178 |
| Phone | Phone |

15.0 MISCELLANEOUS PROVISIONS:

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

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John H. Beatty & Associates, Inc.
East Garrison CSD Reserve Funds Study (RFP #10754)

RMA

Term: October 13, 2020 - June 30, 2021

Not to Exceed: \$22,380.00

- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the EGCS D and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the EGCS D and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the EGCS D. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the EGCS D. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the EGCS D and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 **Compliance with Applicable Law:** The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- 15.9 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both EGCS D and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The EGCS D and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the EGCS D or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the EGCS D and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the EGCS D and the CONTRACTOR as of the effective date of this Agreement, which is the date that the EGCS D signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE:

IN WITNESS WHEREOF, EGCSO and CONTRACTOR have executed this Agreement as of the day and year written below.

EGCSO

By:

Chair, Monterey County Board of Supervisors
Acting as the Board of Directors of the EGCSO

Date:

By:

Department Head (if applicable)

Date:

John H. Beatty & Associates, Inc.
CONTRACTOR's Business Name*

By:

(Signature of Chair, President, or Vice-President)*

Print Name and Title

Approved as to Form¹

Office of the County Counsel

Leslie J. Girard, County Counsel

By:

DocuSigned by:

Brian P. Briggs

B162D1AF861147E

EGCSO Counsel

Date:

09/15/2020

Date:

10/1/2020

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By:

DocuSigned by:

Gary Giboney

D3834BFEC1D84A

Auditor/Controller

Date:

09/15/2020

Date:

10/1/2020

Approved as to Liability Provisions³

Office of the County Counsel-Risk Manager

Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Manager

Date:

EGCSO Board of Directors' Agreement Number:

approved on (date):

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Manager is necessary only if changes are made in paragraphs 8 or 9

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John H. Beatty & Associates, Inc.
East Garrison CSD Reserve Funds Study (RFP #10754)

RMA

Term: October 13, 2020 - June 30, 2021

Not to Exceed: \$22,380.00

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
John H. Beatty & Associates, Inc., hereinafter referred to as "CONTRACTOR"**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Reserve Funds Study (Study) for the East Garrison Community Services District (EGCSD). The intent of the Study is to assess and evaluate the EGCSD's current reserve fund level policies and practices to recommend future funding levels that provide for stabilization of special annual taxes, capital assets replacement cost and improvements, funding of road repairs, and to provide for an undesignated contingency fund reserve for the EGCSD.

In making its recommendations, the final reports contained in the Study shall explicitly include the analysis, recommendations and deliverables as outlined in the Scope of Services below:

TASK 1. ASSESSMENT AND EVALUATION OF CURRENT RESERVE FUND LEVEL POLICIES AND PRACTICES

- a. Provide an analysis of EGCSD's Reserve Funds Policies and Practices, including, but not limited to:
 - i. Undesignated Contingency
 - 1. Current target level based on thirty percent (30%) of EGCSD's operating expenses from prior two (2) years
 - ii. Capital Facilities and Equipment Replacement
 - iii. County Road Repair and Replacement
 - 1. Current reserve level set at \$300,000
 - iv. Special Annual Tax Stabilization
 - 1. Maximum annual tax adjusted annually by four percent (4%)

TASK 2. ANALYSIS OF CAPITAL ASSETS AND EQUIPMENT

- a. Provide an analysis of EGCSD's current Capital Assets and Equipment, via assessment of the following tasks:
 - i. Inventory and assessment of current EGCSD capital assets
 - ii. Estimate of the total useful life of each asset and its estimated remaining useful life
 - iii. Estimate of the replacement cost of each asset, both at current cost and projected cost when replacement is projected to occur
 - iv. Identification of short and long-term improvements and replacements projected over a 20-year period. Necessary maintenance, repair and replacement should be identified. Include an estimate of the total funding

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John H. Beatty & Associates, Inc.
East Garrison CSD Reserve Funds Study (RFP #10754)
RMA

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- necessary by fiscal year (July 1 – June 30) to allow for adequate reserves for capital asset replacement at the project time
- v. Evaluation of short and long-term budget implications, reserve fund requirements, financing options, cost saving measures and potential revenue sources associated with the capital assets
 - b. Provide an analysis of short and long-term budget implications, reserve fund requirements and financing options

TASK 3. PRESENT RECOMMENDATIONS ON EGCSO RESERVE POLICIES AND FUNDING

- a. Provide, if needed, a comparison of the recommended changes in EGCSO's current Reserve Fund Policies and Practices and the difference between the current policies and practices and the recommended policies and practices.
- b. Provide an assessment of the revenue stream generated by the Special Annual Tax Stabilization and its ability to continue future funding. Based on the outcome of the assessment, recommend a target level requirement to ensure future funding is met.
- c. Provide recommendations to meet short and long-term revenue requirements of EGCSO's operations.
- d. Provide financial projections which take into consideration the existing reserve fund policies, and make recommendations to modify those policies, if appropriate, to meet industry standards.
- e. Provide recommendations to cover future replacement cost of capital assets.
- f. Provide sample policies and procedures for capital asset management.
- g. Meet and confer with County and EGCSO staff as needed throughout the process.
- h. Attend one EGCSO Advisory Committee Meeting to present the interim status of the study and obtain input. Present final recommendation to the EGCSO, either at the Advisory Committee or Board of Directors, upon completion of analysis.
- i. Provide additional recommendations as deemed appropriate based on review of funds and findings.

TASK 4. DELIVERABLES

- a. Develop policies and procedures to establish a contingency reserve for years where expenses are higher than revenues and to reduce fund balance when it exceeds levels identified in the reserve policies.
- b. Provide a stable and equitable funding plan to cover unanticipated expenditures and revenue shortfalls.
- c. Develop a replacement plan that incorporates costs for all road and facilities constructed by EGCSO in all three (3) development phases to cover one hundred percent (100%) of the replacement value for each facility at the end of its useful life and determine the needed funds for replacement.
- d. Develop a replacement plan for capital asset management.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- e. Provide a recommended target level for each of the reserve funds to cover operating and capital replacement as well as cash flow and unforeseen events.
- f. Develop a Reserve Fund Policy for EGCSO and present the new policy to EGCSO's Board of Directors for adoption.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

| Deliverable | Due Date |
|---------------------------|--|
| Draft Reserve Funds Study | 60 days from Notice to Proceed |
| Final Reserve Funds Study | 60 days from Completion of Draft Reserve Funds Study |

All written reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual and in accordance with the schedule above.

Dawn Yonemitsu, Management Analyst I
 County of Monterey, Resource Management Agency
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527
 Email: yonemitsud@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay a lump sum amount not to exceed \$18,650 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

An additional amount not to exceed \$3,730 is set for surcharges according to the hourly rates or fee as detailed below.

| | |
|--|------------------|
| Meeting Attendance | \$150.00/hour |
| Revisions in Addition to Two (2) included in Base Fee | \$100.00/hour |
| Revisions Past Acceptance of Final Reserve Funds Study | \$100.00/hour |
| Photo Documentation of each Component (Optional) | \$5.00/component |
| Annual Assessment Disclosure Statement | \$300.00 |
| *CONTRACTOR shall obtain prior written County approval prior to incurring any surcharges under this Agreement. | |

Services provided under this Agreement shall not exceed the total amount of \$22,380.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number, Project Name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B – REVISION TO PARAGRAPH 8.0, INDEMNIFICATION, OF AGREEMENT

8.0. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless the EGCSD and County, their respective officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs and reasonable attorney's fees) occurring or resulting from the negligent performance of Service or willful misconduct by Consultant. Contractor's "negligent performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

**EXHIBIT C – INCORPORATION OF RFP #10754, ADDENDUM NO. 1 TO RFP #10754
AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10754, to provide for the East Garrison Community Services District (EGCSD) Reserve Funds Study. John H. Beatty & Associates, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10754. County selected John H. Beatty & Associates, Inc. to provide a Reserve Funds Study for the EGCSD.

RFP #10754, including Addendum No. 1 to RFP #10754, and the Proposal submitted by John H. Beatty & Associates, Inc. are hereby incorporated into this Agreement by this reference.