AGENDA

Tuesday, May 19, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

REGULAR MEETING

CITY COUNCIL, AIRPORT COMMISSION, MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER SUSTAINABILITY AGENCY

Council Chambers
211 Hillcrest Avenue
Marina, California

Zoom Meeting URL: https://zoom.us/j/730251556
Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at https://cityofmarina.org/. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__ " (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

VISION STATEMENT

Marina will grow and mature from a small-town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

1. CALL TO ORDER 

2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

   Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

   a. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuance to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – three potential cases.

   b. b. Conference with Legal Counsel, anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956..9: one potential case.

   c. Real Property Negotiations

      i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
      Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
      Property Negotiator: City Manager
      Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

5. SPECIAL PRESENTATIONS:

   a Police Officer of the Year 2019 Video, Christopher Johnson

   b Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR**:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

   a. ACCOUNTS PAYABLE:

      (1) Accounts Payable Check Numbers 94996-95090 & EFT, totaling $504,486.36
      Accounts Payable Successor Agency EFT's totaling $285.00
      Wire transfers from Checking and Payroll for March 2020, totaling $798,041.32

   b. MINUTES:

      (1) May 5, 2020, Regular City Council Meeting

      (2) May 12, 2020, Special City Council Meeting

   c. CLAIMS AGAINST THE CITY: None

   d. AWARD OF BID: None

   e. CALL FOR BIDS: None

   f. ADOPTION OF RESOLUTIONS: None

   g. APPROVAL OF AGREEMENTS

      (1) City Council consider adopting Resolution No. 2020-, approving the Revised FORTAG Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University of California Santa Cruz, and Monterey Peninsula Regional Park District, and; authorize the City Manager to execute the Revised Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

(2) City Council consider adopting Resolution No. 2020-, approving an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2020 Regional Surface Transportation Program (RSTP) allocation of funding, and; approving the RSTP competitive funding grant application for the Del Monte Boulevard Extension Project, and; authorizing the Finance Director to make the necessary accounting and budgetary entries, and; authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

a. City Council open public hearing taking testimony from public and consider Adopting Resolution No. 2020-, approving Amendment to University Village Phase 2 Tentative Map (now The Dunes on Monterey Bay) (EIR SCH No.2004091167).

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

a. City Council of the City of Marina acting as the Successor Agency to the Marina Redevelopment Agency consider adopting Resolution No. 2020- (SA-MRA), taking the final actions required to issue tax increment bonds for the Dunes on Monterey Bay project, including approving the form and authorizing distribution of two preliminary official statements in connection with the offering and sale of two series of tax allocation bonds by the Successor Agency to make payments on an enforceable obligation, and approving related documents and actions. ***Continued from May 5, 2020***

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment***.**

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

a. City Council consider adopting Resolution No. 2020-, approving the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and; authorize a budget appropriation of $45,000 of Gas Tax/Street Fund for signs and supplies, and; authorize the Finance Director to make necessary accounting and budgetary entries, and; consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt *prima facie* speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

b. COVID-19 Update

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

a. Monterey County Mayor's Association [Mayor Bruce Delgado]
b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
c. Proclamation of Local Emergency Update

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, May 15, 2020.

_____

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.ciytofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of $55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.*

Upcoming 2020 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, June 2, 2020
Tuesday, June 16, 2020

Tuesday, July 7, 2020
Tuesday, July 21, 2020

**** Wednesday, August 5, 2020**
Tuesday, August 18, 2020

Tuesday, September 1, 2020
Tuesday, September 15, 2020

Tuesday, October 6, 2020
Tuesday, October 20, 2020

***** Wednesday, November 4, 2020**
Tuesday, November 17, 2020

Tuesday, December 1, 2020
Tuesday, December 15, 2020

* Regular Meeting rescheduled due to Monday Holiday

******Regular Meeting rescheduled due to National Night Out Event

*** Regular Meeting rescheduled due to General Election Day

NOTE: Regular Meeting dates may be rescheduled by City Council only.

C I T Y H A L L 2 0 2 0 H O L I D A Y S
(City Hall Closed)

Memorial Day ----------Monday, May 25, 2020
Independence Day (City Offices Closed) ----------Friday, July 3, 2020
Labor Day----------Monday, September 7, 2020
Veterans Day ---------- Wednesday, November 11, 2020
Thanksgiving Day ---------- Thursday, November 26, 2020
Thanksgiving Break ----------Friday, November 27, 2020
Winter Break ----------Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board
3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M
** = Change in location due to conflict with Council meeting

May 20, 2020
June 17, 2020
July 15, 2020
August 19, 2020
September 16, 2020
October 21, 2020
November 18, 2020
December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

May 21, 2020 (Cancelled)	August 20, 2020 (Cancelled)	November 19, 2020 (Cancelled)
June 18, 2020 (Cancelled)	September 17, 2020 (Cancelled)	December 17, 2020 (Cancelled)
July 16, 2020 (Cancelled)	October 15, 2020 (Cancelled)	

Upcoming 2020 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 28, 2020	August 13, 2020	October 8, 2020
June 11, 2020	August 27, 2020	October 22, 2020
June 25, 2020	September 10, 2020	November 12, 2020
July 9, 2020	September 24, 2020	
July 23, 2020		December 10, 2020

Upcoming 2020 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 21, 2020	July 16, 2020	October 15, 2020
June 18, 2020	August 20, 2020	November 19, 2020
	September 17, 2020	December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

June 3, 2020 September 2, 2020 December 2, 2020

Upcoming 2020 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

July 8, 2020 October 14, 2020

Marina, CA

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking					
Check	05/08/2020	94996 Accounts Payable	Ace Hardware		54.02

Invoice	Date	Description	Amount
074319	04/28/2020	Fasteners for table at station 2	17.26
074332	04/29/2020	Sprayer Household, painter tape and metal cut	22.90
074385	05/04/2020	Fire ext bracket and fasteners - for engine 07-01	13.86

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	94997 Accounts Payable	Ace Hardware		436.17

Invoice	Date	Description	Amount
074301	04/27/2020	Hose mender FML 5/8", gooseneck hose & fasteners	98.90
074321	04/28/2020	Plumbing supplies, cover sq raised & washer reduce 1"	18.61
074317	04/28/2020	Door hold kick	9.82
074339	04/30/2020	Shrub rake steel tine	42.57
074350	04/30/2020	Concrete mix	43.61
074362	05/01/2020	Key double - Unit 886	6.53
074341	04/30/2020	Concrete mix, grade stake & screw driver	85.07
074357	05/01/2020	Lube triflow spray	10.91
074176	04/16/2020	Misc. Maintenance Supplies	16.38
074242	04/22/2020	Misc. Maintenance Supplies	21.84
074368	05/01/2020	Replacement Ladder for Fuel Farm	81.93

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	94998 Accounts Payable	AT & T		637.48

Invoice	Date	Description	Amount
000014662691	04/27/2020	CALNET3-9391023471 (582-0100)	44.32
000014662693	04/27/2020	CALNET3-9391023473 (582-2398)	20.83
000014662695	04/27/2020	CALNET3-9391023475 (582-9032)	20.83
000014662696	04/27/2020	CALNET3-9391023476 (582-9611)	20.83
000014662697	04/27/2020	CALNET3-9391023477 (582-9803)	20.84
000014667389	04/28/2020	CALNET3-9391023442 (384-1702)	20.82
000014667411	04/28/2020	CALNET3-9391023462 (384-7547)	23.44
000014667387	04/28/2020	CALNET3-9391023440 (384-0860)	20.84
000014667404	04/28/2020	CALNET3-9391023457 (384-5140)	19.16
000014667395	04/28/2020	CALNET3-9391023448 (384-2934)	20.82
000014667416	04/28/2020	CALNET3-9391023467 (384-8760)	19.16
000014667417	04/28/2020	CALNET3-9391023468 (384-9148)	20.90

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	000014667388	04/28/2020	CALNET3-9391023441 (384-0888)		60.25
	000014667410	04/28/2020	CALNET3-9391023461 (384-7238)		20.82
	000014667386	04/28/2020	CALNET3-9391023439 (384-0552)		20.82
	000014667419	04/28/2020	CALNET3--9391023470 (384-9682)		19.16
	000014667384	04/28/2020	CALNET3-9391023437 (384-0425)		19.16
	000014667399	04/28/2020	CALNET3-9391023452 (384-3717)		19.17
	000014667418	04/28/2020	CALNET3-9391023469 (384-9337)		20.82
	000014667415	04/28/2020	CALNET3-9391023466 (384-8477)		39.99
	000014667412	04/28/2020	CALNET3-9391023463 (384-7854)		20.82
	000014667390	04/28/2020	Phone Service for Fire Alarm System_B524		39.99
	000014667391	04/28/2020	Phone Service for Fire Alarm System_B533		39.99
	000014667396	04/28/2020	Phone Service for AWOS		22.88
	000014667403	04/28/2020	AT&T Billing/384-4718 3/28 thru 4/27/20		20.82
Check	05/08/2020	94999 Accounts Payable	Bound Tree Medical		286.06
	Invoice	Date	Description		Amount
	83602057	04/23/2020	Gloves and Biohazard bags		286.06
Check	05/08/2020	95000 Accounts Payable	California Building Standards Commission		467.10
	Invoice	Date	Description		Amount
	Q1 Jan-Mar 2020	05/04/2020	Q1 Jan-Mar 2020 Green Building		467.10
Check	05/08/2020	95001 Accounts Payable	California Department of Conservation		1,628.58
	Invoice	Date	Description		Amount
	Q1 Jan-Mar 2020	05/04/2020	Q1 Jan-Mar 2020 Strong Motion		1,628.58
Check	05/08/2020	95002 Accounts Payable	California Department of Industrial Relations		450.00
	Invoice	Date	Description		Amount
	1717604	02/12/2020	Elevator Inspection - PS Bldg		450.00
Check	05/08/2020	95003 Accounts Payable	California Department of Transportation		107.96
	Invoice	Date	Description		Amount
	SL200813	04/15/2020	Singals & Lighting (Reservation Road)		107.96
Check	05/08/2020	95004 Accounts Payable	Carmel Fire Protection Associates		1,800.00
	Invoice	Date	Description		Amount

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	120147	04/21/2020	13 Letter Plan registration and inspection - 476 Hood Way		200.00
	120148	04/21/2020	13 Letter Plan registration and inspection - 474 Hood Way		200.00
	120149	04/21/2020	13 Letter Plan registration and inspection - 478 McKinley Drive		200.00
	120150	04/21/2020	13 Letter Plan registration and inspection - 480 Hood Way		200.00
	120151	04/21/2020	13 Letter Plan registration and inspection - 2983 Denali Drive		200.00
	120152	04/21/2020	13 Letter Plan registration and inspection - 2985 Denali Drive		200.00
	120155	04/21/2020	13 Letter Plan registration and inspection - 2981 Denali Drive		200.00
	120154	04/21/2020	13 Letter Plan registration and inspection - 2981 Denali Drive		200.00
	120153	04/21/2020	13 Letter Plan registration and inspection - 2987 Denali Drive		200.00
Check	05/08/2020	95005 Accounts Payable	Cheryl Kent		2,400.00
	Invoice	Date	Description		Amount
	2020-10	05/01/2020	Code Enforcement Investigations		2,400.00
Check	05/08/2020	95006 Accounts Payable	Cintas Corporation		193.28
	Invoice	Date	Description		Amount
	4049471515	05/01/2020	Mat Service City Hall		50.94
	4044695176	03/06/2020	Mat Service-Police/Fire 3/6/20		71.17
	4043368444	02/21/2020	Mat Service-Police/Fire 2/21/20		71.17
Check	05/08/2020	95007 Accounts Payable	Comcast		69.32
	Invoice	Date	Description		Amount
	04-26-20	04/26/2020	Cable Service-Police/Fire 5/4 thru 6/3/20		69.32
Check	05/08/2020	95008 Accounts Payable	Commercial Environment Landscape		6,666.66
	Invoice	Date	Description		Amount
	2796-0320	03/01/2020	Airport Landscape Services_Mar. 20		3,333.33
	2796-0420	04/01/2020	Airport Landscape Services_Apr. 20		3,333.33
Check	05/08/2020	95009 Accounts Payable	Directv		9.25
	Invoice	Date	Description		Amount
	37385676985	04/26/2020	TV Service for Pilot's Lounge		9.25
Check	05/08/2020	95010 Accounts Payable	Ewing		228.31
	Invoice	Date	Description		Amount
	9429679	04/16/2020	Round pt & square shovel w/collar & Abs western scoop		228.31

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	95011 Accounts Payable	First Alarm		1,837.26
	Invoice	Date	Description		Amount
	536777	04/15/2020	Alarm Monitoring - City Hall		112.53
	538217	04/15/2020	Alarm Monitoring - 327 Reindollar Ave		119.16
	539872	04/21/2020	Fire Alarm Services_B510		1,532.50
	539873	04/21/2020	Fire Alarm Services_B510		38.07
	540170	04/28/2020	Alarm Code Entry - City Hall - Monica Kim		35.00
Check	05/08/2020	95012 Accounts Payable	Formation Environmental, LLC		48,382.46
	Invoice	Date	Description		Amount
	5467	12/29/2019	Formation Enviro: Groundwater Sustain Plan (09/30/19-12/29/19)		48,382.46
Check	05/08/2020	95013 Accounts Payable	Gavilan Pest Control		1,485.00
	Invoice	Date	Description		Amount
	0130113	04/17/2020	Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00
	0130183	04/17/2020	Pest Control Svc - Preston Park Sports Field		180.00
	0129811	04/30/2020	Airport Pest Control Services		1,150.00
	0129812	04/30/2020	Airport Pest Control Services_B504		75.00
Check	05/08/2020	95014 Accounts Payable	Goldfarb & Lipman		3,692.00
	Invoice	Date	Description		Amount
	135272	04/13/2020	Legal Service - March 2020		3,692.00
Check	05/08/2020	95015 Accounts Payable	Graniterock/Pavex Construction		835.76
	Invoice	Date	Description		Amount
	1234224	04/18/2020	Granite Patch 50		835.76
Check	05/08/2020	95016 Accounts Payable	Home Depot Credit Service		63.26
	Invoice	Date	Description		Amount
	05-01-20	05/01/2020	Street materials & supplies		63.26
Check	05/08/2020	95017 Accounts Payable	J & M Aircraft Supply, Inc.		292.90
	Invoice	Date	Description		Amount
	40597	04/17/2020	Replacement Bulbs for PAPI Lights		292.90
Check	05/08/2020	95018 Accounts Payable	Kimley-Horn & Associates		44,198.04
	Invoice	Date	Description		Amount

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	16393244		03/31/2020	2nd Ave Exten & Patton Pkwy (R5) On-Call (03/01/20 - 03/31/20)		19,502.00
	097789006-0220		03/23/2020	Prelim Eng - CCIP R46B: Imjin Pkwy Wide Proj (02/01/20-02/29/20		10,025.01
	097789006-1219		12/31/2019	Prelim Eng - CCIP R46B: Imj Pkwy Widen Proj (12/01/19-12/31/19)		14,671.03
Check	05/08/2020	95019	Accounts Payable	L.N. Curtis & Sons		77.23
	Invoice		Date	Description		Amount
	INV383899		04/27/2020	Power drive hammer and marrying strap		77.23
Check	05/08/2020	95020	Accounts Payable	Lon W. House Water & Energy Consulting		2,450.00
	Invoice		Date	Description		Amount
	CalAm420		05/01/2020	MPWSP - April 2020		2,450.00
Check	05/08/2020	95021	Accounts Payable	Marina Coast Water District		2,301.78
	Invoice		Date	Description		Amount
	000056042 042420		04/24/2020	000056 042 - 3040 Lake Dr. - Animal Shelter (03/21/20 - 04/24/20		105.96
	000056006 042420		04/24/2020	000056 006 - 188 Seaside Circle (03/21/20 - 04/24/20		33.99
	000056028 042420		04/24/2020	000056 028 - ROW Calif Ave and Jerry (03/21/20 - 04/24/20)		232.59
	000056025 041720		04/17/2020	000056 025-327 Reind- Los Arb Sprt Comp (03/14/20 - 04/17/20)		63.96
	000056007 041720		04/17/2020	000056 007 - Califor Ave Landscape (03/14/20 - 04/17/20)		82.30
	000056005 041720		04/17/2020	000056 005 - Calif Ave. and Patton Pkwy (03/14/20 - 04/17/20)		82.30
	000056061 042420		04/24/2020	000056 061 - Seaside Ct. & Reservation Rd (03/21/20- 04/24/20)		59.33
	000056016 041720		04/17/2020	000056 016 - Ctr Med Reserv & Seac (03/14/20 - 04/17/20)		33.99
	000056022 041720		04/17/2020	000056 022 - Ctr Median & Row Del Monte (03/14/20 - 04/17/20)		33.99
	000056017 041720		04/17/2020	000056 017 - 208 A Palm Ave, Fire Station (03/14/20 - 04/17/20)		74.78
	000056020 041720		04/17/2020	000056 020 - 304 Hillcrest Ave, Teen Ctr (03/14/20 - 04/17/20)		99.31
	000056021 041720		04/17/2020	000056 021 - Ctr Med Res Rd-Post Off (03/14/20 - 04/17/20)		33.99
	000056001 041720		04/17/2020	000056 001 - 209-13 Cypress (03/14/20 - 04/17/20)		95.09
	000056019 041720		04/17/2020	000056 019 - 213 Hillcrest Ave, Comm Ctr (03/14/20 - 04/17/20)		949.44
	000056018 041720		04/17/2020	000056 018 - 208 Palm Ave, Fire Station (03/14/20 - 04/17/20)		157.30
	000056024 041720		04/17/2020	000056 024 - Ctr Med Del Mnt Blvd/Palm Ave (03/14/20 - 04/17/20)		82.30
	000056090 042420		04/24/2020	000056 090 - Locke Padd Park (03/21/20 - 04/24/20)		55.95
	000056040 042420		04/24/2020	000056 040 - Center Median Hilo Ave (03/21/20 - 04/24/20)		25.21
Check	05/08/2020	95022	Accounts Payable	Maynard Group Inc.		919.88
	Invoice		Date	Description		Amount

Marina, CA

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking

Batch Date: 05/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	P255347	05/01/2020	Platinum Service Maintenance Coverage/Citywide 5/1/20		919.88
Check	05/08/2020	95023 Accounts Payable	Monterey Auto Supply		140.26
	Invoice	Date	Description		Amount
	719618	04/22/2020	Veh - Maint Parts & Supply - Unit 138		19.86
	719694	04/23/2020	Veh - Maint Parts & Supply - Unit 138		16.38
	720558	04/27/2020	Veh - Maint Parts & Supply - Unit 138		27.95
	720916	04/29/2020	Veh - Maint Parts & Supply - Unit 4000		76.07
Check	05/08/2020	95024 Accounts Payable	Monterey Regional Waste Management District		776.20
	Invoice	Date	Description		Amount
	03-31-20	03/31/2020	Citywide -Dump Fees		776.20
Check	05/08/2020	95025 Accounts Payable	Office Depot		57.62
	Invoice	Date	Description		Amount
	477024745001	04/15/2020	Office Supplies-Finance		57.62
Check	05/08/2020	95026 Accounts Payable	Overhead Door Company		4,154.00
	Invoice	Date	Description		Amount
	1035-8804	04/23/2020	B514_Repair Fire Station Roll Up Door		4,154.00
Check	05/08/2020	95027 Accounts Payable	Peninsula Messenger LLC		367.00
	Invoice	Date	Description		Amount
	190668	04/30/2020	Courier Service/Records 04/30/2020		48.00
	190607	03/31/2020	Courier Service/Records 03/31/2020		319.00
Check	05/08/2020	95028 Accounts Payable	Pure H2O		163.84
	Invoice	Date	Description		Amount
	12743	05/01/2020	Water Cooler Service-Police/Fire 5/1/20		163.84
Check	05/08/2020	95029 Accounts Payable	Quill Corporation		326.76
	Invoice	Date	Description		Amount
	6586559	04/29/2020	Office Supplies/Records 04/29/2020		187.82
	6590878	04/29/2020	Office Supplies/Records 04/29/2020		16.92
	6388488	04/21/2020	Office Supplies/Records 04/21/2020		102.91
	6304791	04/16/2020	Office Supplies/Patrol 04/16/2020		19.11

Marina, CA

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	95030	Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
	Invoice		Date	Description		Amount
	05-01-20		05/01/2020	Postage Meter Refill		1,500.00
Check	05/08/2020	95031	Accounts Payable	Robert R. Wellington		14,973.00
	Invoice		Date	Description		Amount
	25249		04/24/2020	Retainer - May 2020		1,800.00
	25250		04/24/2020	Groundwater Sustainability Agency - March 2020		99.00
	25253		04/24/2020	Abrams Park-Marina Height-Sea Haven - March 2020		297.00
	25254		04/24/2020	Marina Equestrian Center - March 2020		54.00
	25255		04/24/2020	Misc Litigation Matters - March 2020		36.00
	25256		04/24/2020	Mobile Home Rent Control - March 2020		252.00
	25259		04/24/2020	Public Records Act Requests - March 2020		279.00
	25260		04/24/2020	Tax & Finance Matters - March 2020		18.00
	25248		04/24/2020	FPPC Matters - March 2020		92.00
	25247		04/24/2020	FORA Litigation - March 2020		18.00
	25251		04/24/2020	Joby Aero Inc - March 2020		90.00
	25245		04/24/2020	Election Matters - March 2020		45.00
	25243		04/24/2020	Cannabis Matters - March 2020		540.00
	25242		04/24/2020	Cal Am Matters - March 2020		99.00
	25244		04/24/2020	COVID-19 Issues - March 2020		2,441.00
	25246		04/24/2020	Fort Ord Reuse Matters - March 2020		3,059.00
	25252		04/24/2020	Land Use & Operations - March 2020		2,640.00
	25261		04/24/2020	The Dunes - March 2020		396.00
	25262		04/24/2020	Urban Growth Boundary Extension Matters - March 2020		1,548.00
	25217		04/03/2020	Police Personnel Matters - February 2020		1,080.00
	25216		04/03/2020	Misc Personnel Matters - February 2020		27.00
	25241		04/24/2020	Marina Municipal Airport Matters_March 2020		63.00
Check	05/08/2020	95032	Accounts Payable	Ross Roofing and Construction, Inc.		2,430.00
	Invoice		Date	Description		Amount
	7151		03/23/2020	B554_Roof Repair		2,430.00
Check	05/08/2020	95033	Accounts Payable	Ryan Ranch Printers		228.12
	Invoice		Date	Description		Amount

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	21788	04/30/2020	Blank Post Cards		87.33
	21780	04/27/2020	Detention Certificate (500)/Patrol 4/27/20		140.79
Check	05/08/2020	95034 Accounts Payable	Sierra Springs & Alhambra		69.87
	Invoice	Date	Description		Amount
	7266038 041720	04/17/2020	Water Cooler Rental and Replacement Water		69.87
Check	05/08/2020	95035 Accounts Payable	Taygeta Scientific, Inc.		2,000.00
	Invoice	Date	Description		Amount
	000423-R-0017	05/01/2020	Network Defense/May20		2,000.00
Check	05/08/2020	95036 Accounts Payable	TechRx Technology Services		13,696.02
	Invoice	Date	Description		Amount
	8479	04/01/2020	(2) Logi tech Pro Webcam		810.64
	8489	04/01/2020	Lenovo 15.6" touch screen laptop		1,371.75
	8536	04/30/2020	SSL Certificate of Logos-test.cityofmarina.org		600.00
	8490	04/01/2020	Acer Laptop for PD Lobby, Windows Pro Upgrade - Selai Lesu		1,207.88
	8510	05/01/2020	Ninite Monthly Subscription - May 2020		112.50
	8500	04/30/2020	Amazon Glacier Terabyte Storage		1,109.25
	8507	05/01/2020	Veeam Virtual Backup Monthly Subscription - May 2020		324.00
	8530	04/30/2020	IT Support - April 2020		8,160.00
Check	05/08/2020	95037 Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice	Date	Description		Amount
	413183138	04/28/2020	CDD Copier Lease Payment - May 2020		216.32
Check	05/08/2020	95038 Accounts Payable	United Site Services		243.09
	Invoice	Date	Description		Amount
	114-10246681	04/24/2020	Toilet Rentals - Corner Beach Rd - De Forest		243.09
Check	05/08/2020	95039 Accounts Payable	Veritiv Operating Company		891.48
	Invoice	Date	Description		Amount
	035-32646260	04/21/2020	20-Cases of Copy Paper		891.48
Check	05/08/2020	95040 Accounts Payable	Wex Bank		8.30
	Invoice	Date	Description		Amount
	65001258	04/23/2020	Gas Card #8 Aiello 4/23/20		8.30

Marina, CA

AP Check Register 05-08-20

Bank Account: 905 - Chase - Checking

Batch Date: 05/08/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	95041	Accounts Payable	Zoom Imaging Solutions		223.50

Invoice	Date	Description	Amount
2208524	04/14/2020	Toner/Records 04/14/2020	10.99
2212063	04/29/2020	MeterRead Maintenance/Patrol 4/29/20	212.51

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	95042	Accounts Payable	Marina Employees Association		160.00

Invoice	Date	Description	Amount
05-01-20	05/01/2020	24 - MEA Dues	160.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/08/2020	95043	Accounts Payable	Marina Professional Fire Fighters Association		300.00

Invoice	Date	Description	Amount
05-01-20	05/01/2020	35 - MPFFA Dues	300.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/08/2020	795	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00

Invoice	Date	Description	Amount
05-01-20	05/01/2020	23 - MPOA Dues	250.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	05/08/2020	796	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00

Invoice	Date	Description	Amount
05-01-20	05/01/2020	25 - POA Dues	1,350.00

905 Chase - Checking Totals:		Transactions: 50	$166,495.14
Checks:	48	$164,895.14	
EFTs:	2	$1,600.00	

Marina, CA

AP Check Register 05-15-20

Bank Account: 905 - Chase - Checking

Batch Date: 05/15/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking					
Check	05/15/2020	95044 Accounts Payable	Ace Hardware		416.52
	Invoice	Date	Description		Amount
	072135	10/04/2019	Fasteners		16.08
	072534	11/14/2019	WIU cover DUP/GFCI		10.91
	072608	11/20/2019	Ext Tube SJ1		10.91
	072837	12/10/2019	Silicone clear		5.45
	073113	01/09/2020	Wire conn bl25 pk, hex lock & elect tape		38.74
	073311	01/31/2020	Ace rollers & cover		17.98
	073454	02/13/2020	Ace tall fescue seed & high traffic seed		28.38
	074476	05/11/2020	Hammer		9.82
	074427	05/07/2020	Pliers linesman & fastback util knife		57.88
	074423	05/06/2020	Blade sawzal 9"		25.12
	074422	05/06/2020	Veh - Maint Parts & Supply		71.98
	074428	05/07/2020	Dyna flex, blade jig & close flange		21.82
	074449	05/08/2020	Term spd insi6 - Irrigation controller - Tate Park		4.36
	074426	05/07/2020	Nipple Galv - 721 Neeson _ Backflow		39.29
	074410	05/05/2020	Plug sq head - Library backflow		5.44
	074421	05/06/2020	Nipple Galv - 721 Neeson _ Backflow		45.83
	074450	05/08/2020	Bolt eye lag		6.53
Check	05/15/2020	95045 Accounts Payable	Acme Rotary Broom Srv.		505.57
	Invoice	Date	Description		Amount
	1294	05/06/2020	Tymco 600 gutter brooms		505.57
Check	05/15/2020	95046 Accounts Payable	Alliant Insurance Services		1,874.00
	Invoice	Date	Description		Amount
	1350350	05/07/2020	Physical Damage Program (3rd Quarter Endorsement)		1,874.00
Check	05/15/2020	95047 Accounts Payable	American Supply Co.		1,341.42
	Invoice	Date	Description		Amount
	2892766	05/07/2020	PPE - PW Crew, Recreation & CDD - COVID 19 Response		1,026.95
	2892610	05/07/2020	PPE - Blk Liners for Recreation Food Bank - COVID 19 Response		239.91
	2892612	05/07/2020	PPE - Gloves for Recreation Food Bank - COVID 19 Response		74.56
Check	05/15/2020	95048 Accounts Payable	AT & T		159.83

AP Check Register 05-15-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/15/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	04-27-20	04/27/2020	AT&T Billing/U-Verse (Phone System Backup) 4/27/20		159.83
Check	05/15/2020	95049 Accounts Payable	Bay Area Hygiene Services - Enviro Master		5,207.42
	Invoice	Date	Description		Amount
	M630930	04/02/2020	Sani Guard spraying at Marina Fire Station 2, & 2 vehicles		105.00
	M630931	04/15/2020	Public Safety Bldg, including (11) vehicles & (2) fire engines		473.50
	M630105	04/21/2020	Sani Guard spraying at Fire station 2, plus engine and truck		103.00
	M630104	04/21/2020	Sani Guard spraying at Marina City Yard & trucks		251.14
	M630112	04/22/2020	Sani Guard spraying at Marina PD offices, 3rd and 12th Street		40.00
	M630114	04/22/2020	Sani Guard spraying at Public Safety Bldg, PD cars & engines		511.50
	M630526	04/30/2020	Sani Guard spraying at City of Marina Bldgs.		1,405.14
	M630528	04/28/2020	Sani Guard spraying at Fire station 2, plus engine and truck		103.00
	M630944	05/06/2020	Sani Guard Spraying		795.14
	SAN-629682	04/15/2020	Sani Guard spraying		103.00
	M630113	04/22/2020	Sani Guard spraying at City of Marina Bldgs.		806.00
	M630527	04/29/2020	San Guard spraying at Public Safety Bldg		511.00
Check	05/15/2020	95050 Accounts Payable	Bound Tree Medical		141.86
	Invoice	Date	Description		Amount
	83607241	04/28/2020	Stretcher with soft case		141.86
Check	05/15/2020	95051 Accounts Payable	Branch's Janitorial		2,059.47
	Invoice	Date	Description		Amount
	227928	04/22/2020	Custodial Services for April 2020		2,059.47
Check	05/15/2020	95052 Accounts Payable	City Of Seaside		8,554.03
	Invoice	Date	Description		Amount
	2	05/06/2020	Repair Bucket Truck		8,554.03
Check	05/15/2020	95053 Accounts Payable	CSG Consultants		3,360.00
	Invoice	Date	Description		Amount
	B200374	04/01/2020	Plan Review Services 3/1-3/31 2020		3,360.00
Check	05/15/2020	95054 Accounts Payable	Della Mora Heating, Inc.		1,121.25
	Invoice	Date	Description		Amount

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	12589-Ret	12/17/2019	Public Safety IT Server Rm AC Unit - Retention		1,121.25
Check	05/15/2020	95055 Accounts Payable	Denise Duffy & Associates		5,989.75
	Invoice	Date	Description		Amount
	7082	05/07/2020	2nd Ave Extension & Patton Pkwy (R5) (03/01/20 - 04/30/20)		5,989.75
Check	05/15/2020	95056 Accounts Payable	Diablo Engineering Group		162,510.38
	Invoice	Date	Description		Amount
	1875	05/07/2020	2nd Ave Extension & Patton Pkwy (R5) (03/30/20 - 05/07/20)		162,510.38
Check	05/15/2020	95057 Accounts Payable	Emergency Services Consulting International		11,640.00
	Invoice	Date	Description		Amount
	20-107	04/30/2020	Consulting - Fire Study		11,640.00
Check	05/15/2020	95058 Accounts Payable	Emergency Vehicle Specialists		6,956.55
	Invoice	Date	Description		Amount
	11206	04/30/2020	Emergency Equipment and Installation - Admin. Commander Vehicle		6,956.55
Check	05/15/2020	95059 Accounts Payable	Employment Development Department		312.42
	Invoice	Date	Description		Amount
	L0222471904	04/30/2020	EDD 1st Quarter 2020		312.42
Check	05/15/2020	95060 Accounts Payable	Ewing		126.69
	Invoice	Date	Description		Amount
	9511181	04/28/2020	Square point shovel w/ collar		126.69
Check	05/15/2020	95061 Accounts Payable	First Alarm		610.32
	Invoice	Date	Description		Amount
	530067	03/15/2020	Alarm Monitoring - 304 Hillcrest Ave - April -June 2020		610.32
Check	05/15/2020	95062 Accounts Payable	Home Depot Credit Service		16.99
	Invoice	Date	Description		Amount
	05-07-20	05/07/2020	Bldg & Grnd - material & supply		16.99
Check	05/15/2020	95063 Accounts Payable	Johnson Associates		536.14
	Invoice	Date	Description		Amount

AP Check Register 05-15-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/15/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	439392		05/05/2020	Veh - Maint Parts & Supply - Unit 003		208.50
	439534		05/07/2020	Mod-8 b&w drop adj tri ball mount & 2 piece locking pin set		327.64
Check	05/15/2020	95064	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice		Date	Description		Amount
	40515		04/30/2020	Professional Services - MRWSP - April 2020		10,000.00
Check	05/15/2020	95065	Accounts Payable	Liebert Cassidy Whitmore		200.00
	Invoice		Date	Description		Amount
	11355		05/07/2020	Training (05/19/2020)		200.00
Check	05/15/2020	95066	Accounts Payable	Marina Coast Water District		132.87
	Invoice		Date	Description		Amount
	014874000 043020		04/30/2020	Water Billing/South Field Office 4/1 thru 4/30/20		132.87
Check	05/15/2020	95067	Accounts Payable	Microsoft		2,555.04
	Invoice		Date	Description		Amount
	E0700B2VG0		05/11/2020	Citywide MS Office 365 - May 2020		450.00
	E0700B2YIJ		05/11/2020	Citywide MS Office 365 - May 2020		1,313.04
	E0700B2VFZ		05/11/2020	Citywide MS Office 365 - May 2020		792.00
Check	05/15/2020	95068	Accounts Payable	MNS Engineering, Inc.		6,340.60
	Invoice		Date	Description		Amount
	74994		04/16/2020	Del Monte Blvd & Patton Pkwy Ext Proj (03/01/20 - 03/31/20)		6,340.60
Check	05/15/2020	95069	Accounts Payable	Monterey Auto Supply		101.99
	Invoice		Date	Description		Amount
	722381		05/05/2020	Veh - Maint Parts & Supply - Unit 216		31.66
	722612		05/06/2020	Veh - Maint Parts & Supply - Unit 003		5.79
	722993		05/07/2020	Veh - Maint Parts & Supply - Unit 003		17.47
	722819		05/07/2020	Veh - Maint Parts & Supply - Unit 599		63.37
	720611		04/27/2020	Veh - Maint Parts & Supply - Credit Memo		(16.30)
Check	05/15/2020	95070	Accounts Payable	Monterey Bay Office Products		380.19
	Invoice		Date	Description		Amount
	413562612		05/01/2020	City Hall Copier Lease Payment - May 2020		380.19
Check	05/15/2020	95071	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		2,253.65

AP Check Register 05-15-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/15/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	0336298-IN	04/16/2020	Diesel Fuel (650 gal)		1,381.90
	0336299-IN	04/16/2020	Diesel Fuel (600 gal)		871.75
Check	05/15/2020	95072 Accounts Payable	Monterey Environmental Solutions & Services		56,050.00
	Invoice	Date	Description		Amount
	1961	04/27/2020	8th Street & 2nd Ave- Barracks Demo FORA CARETAKER PROJ		56,050.00
Check	05/15/2020	95073 Accounts Payable	Nextel Communications - Sprint		1,357.22
	Invoice	Date	Description		Amount
	866147022-212	04/22/2020	Department Cell Phones		1,357.22
Check	05/15/2020	95074 Accounts Payable	Office Depot		203.42
	Invoice	Date	Description		Amount
	2401724905	04/29/2020	Office supplies for 1st in binders, label maker & other supplies		203.42
Check	05/15/2020	95075 Accounts Payable	Pacific Gas & Electric		6,612.57
	Invoice	Date	Description		Amount
	313-6.APR20	04/28/2020	PG&E 6793435313-6		6,612.57
Check	05/15/2020	95076 Accounts Payable	Pacific Truck Parts		238.36
	Invoice	Date	Description		Amount
	1821363	05/01/2020	Seat control valve & fitting - Unit 1000		77.70
	1821694	05/07/2020	Fittings, cab air springs & sloan - Unit 1000		160.66
Check	05/15/2020	95077 Accounts Payable	Peninsula Welding & Medical Supply		65.86
	Invoice	Date	Description		Amount
	198901	04/23/2020	Argon/carbon dioxide		52.46
	199498	04/30/2020	Finance charge		0.50
	199188	04/30/2020	Cylinder rental		12.90
Check	05/15/2020	95078 Accounts Payable	Proforce		2,696.29
	Invoice	Date	Description		Amount
	407372	04/16/2020	Taser Equipment - Training and Duty for Supply Re-Cert		2,696.29
Check	05/15/2020	95079 Accounts Payable	Robert R. Wellington		628.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	25257		04/24/2020	Misc Personnel Matters - March 2020		106.00
	25258		04/24/2020	Police Personnel Matters - March 2020		522.00
Check	05/15/2020	95080	Accounts Payable	Salinas Valley Ford		85.70
	Invoice		Date	Description		Amount
	103320		05/01/2020	Battery - Unit 886		85.70
Check	05/15/2020	95081	Accounts Payable	Salinas Valley Pro Squad		1,225.88
	Invoice		Date	Description		Amount
	306930		04/16/2020	Police Uniforms and Equipment		312.09
	306290		04/17/2020	Police Uniforms and Equipment		183.42
	307018		04/21/2020	Police Uniforms and Equipment		606.97
	301134		08/05/2019	Police Uniforms and Equipment		123.40
Check	05/15/2020	95082	Accounts Payable	SpeakWrite		415.84
	Invoice		Date	Description		Amount
	ccc70185		05/01/2020	Transcription Service/Patrol April 2020		415.84
Check	05/15/2020	95083	Accounts Payable	Tyler Technologies, Inc.		28,007.06
	Invoice		Date	Description		Amount
	045-297941		03/31/2020	Annual Maintenance		28,007.06
Check	05/15/2020	95084	Accounts Payable	Uline Shipping Supply		134.37
	Invoice		Date	Description		Amount
	119256979		04/23/2020	Shelf Bins (26)/Evidence 5/8/20		134.37
Check	05/15/2020	95085	Accounts Payable	United Site Services		178.89
	Invoice		Date	Description		Amount
	114-10266400		04/28/2020	Fence Rentals - FORA Caretaker; Barracks		178.89
Check	05/15/2020	95086	Accounts Payable	Valley Saw & Garden Equipment		65.44
	Invoice		Date	Description		Amount
	230365		05/01/2020	18" chain - Unit 223		65.44
Check	05/15/2020	95087	Accounts Payable	Verizon Wireless		304.88
	Invoice		Date	Description		Amount

AP Check Register 05-15-20

Bank Account: 905 - Chase - Checking
Batch Date: 05/15/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	9853313181		04/25/2020	FD Mobile Charges - March 26- April 25, 2020		304.88
Check	05/15/2020	95088	Accounts Payable	Veterinary Emergency& Specialty Center		231.00
	Invoice		Date	Description		Amount
	86015		04/17/2020	Emergency Visit and Exam - Euthanasia		231.00
Check	05/15/2020	95089	Accounts Payable	W.W. Grainger, Inc.		91.66
	Invoice		Date	Description		Amount
	9477726294		03/17/2020	All Purpose Wipes/COVID-19 3/17/20		91.66
Check	05/15/2020	95090	Accounts Payable	Zumar Industries, Inc.		953.83
	Invoice		Date	Description		Amount
	88066		04/21/2020	Streets Signs - CW		953.83
EFT	05/15/2020	806	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,040.00
	Invoice		Date	Description		Amount
	20-10		05/07/2020	Services 04-27/05-07-20		3,040.00
905 Chase - Checking Totals:				Transactions: 48		$337,991.22

Checks:	47	$334,951.22
EFTs:	1	$3,040.00

Marina, CA

SA Payment Check Register 05-15-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 05/15/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	05/15/2020	38	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	285.00

Invoice	Date	Description	Amount
20-10 SA	05/08/2020	Services 04-27/05-07-20	285.00

921 Chase - Successor Agency Totals:			Transactions: 1	$285.00
EFTs:	1	$285.00		

Marina, CA

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 3/1/2020 - To Payment Date: 3/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
EFT									
658	03/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$737.31		
659	03/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$225.13		
667	03/06/2020	Open			Accounts Payable	Richard B. Standridge	$4,560.00		
668	03/06/2020	Open			Accounts Payable	Marina Police Association-MPOA	$240.00		
669	03/06/2020	Open			Accounts Payable	Police Officers Association - POA	$1,296.00		
670	03/03/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$421.15		
671	03/06/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	$4,021.51		
672	03/06/2020	Open			Accounts Payable	Discovery Benefits, Inc.	$1,559.52		
673	03/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$694.34		
674	03/05/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$592.07		
675	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,436.06		
676	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,940.52		
677	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$22.87		
678	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,581.50		
679	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,753.13		
680	03/06/2020	Open			Accounts Payable	CalPERS	$3,668.75		
681	03/06/2020	Open			Accounts Payable	CalPERS	($1,457.70)		
682	03/01/2020	Open			Accounts Payable	Standard Insurance Company	$1,674.86		
683	03/01/2020	Open			Accounts Payable	Standard Insurance Company	$21.70		
684	03/01/2020	Open			Accounts Payable	Standard Insurance Company	$43.14		
685	03/01/2020	Open			Accounts Payable	Standard Insurance Company	$2,180.89		
686	03/01/2020	Open			Accounts Payable	Standard Insurance Company	($1.26)		
687	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,336.65		
688	03/01/2020	Open			Accounts Payable	PERS Health Services Division	$74,246.36		
689	03/01/2020	Open			Accounts Payable	PERS Health Services Division	$1,397.96		
691	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$90.68		
692	03/01/2020	Open			Accounts Payable	California State Controller's Office	$125.42	$125.42	$0.00
693	03/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,961.58		
694	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$147.99		
695	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$320.70		
696	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$886.29		
697	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$803.80		
698	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$733.30		
699	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$82.00		
700	03/13/2020	Open			Accounts Payable	Marina Police Association-MPOA	$230.00		
701	03/13/2020	Open			Accounts Payable	Police Officers Association - POA	$1,242.00		
702	03/06/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,366.96		
703	03/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,696.44		
704	03/10/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,958.96		
705	03/11/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	($546.00)		
706	03/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$481.33		
707	03/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	$1,062.48		
708	03/11/2020	Open			Accounts Payable	Rosenbauer Minnesota, LLC	$200,000.00		
709	03/06/2020	Open			Accounts Payable	Invoice Cloud, Inc.	$75.00		
710	03/03/2020	Open			Accounts Payable	First Data EMPS	$88.97		
713	03/20/2020	Open			Accounts Payable	Richard B. Standridge	$2,945.00		
714	03/20/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	$4,036.67		
715	03/20/2020	Open			Accounts Payable	Discovery Benefits, Inc.	$1,559.52		

Marina, CA

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 3/1/2020 - To Payment Date: 3/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
716	03/06/2020	Open			Accounts Payable	CalPERS	$83,900.74		
717	03/06/2020	Open			Accounts Payable	CalPERS	($0.05)		
718	03/20/2020	Open			Accounts Payable	CalPERS	$83,431.13		
719	03/20/2020	Open			Accounts Payable	CalPERS	($714.46)		
723	03/30/2020	Open			Accounts Payable	Berkadia	$97,604.15		
Type EFT Totals:					53 Transactions		$589,763.06	$125.42	$0.00

905 - Chase - Checking Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	$589,763.06	$125.42
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	53	$589,763.06	$125.42

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	$589,763.06	$125.42
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	53	$589,763.06	$125.42

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**53**	**$589,763.06**	**$125.42**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**53**	**$589,763.06**	**$125.42**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**53**	**$589,763.06**	**$125.42**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**53**	**$589,763.06**	**$125.42**

Marina, CA

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 3/1/2020 - To Payment Date: 3/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
EFT									
6780	03/06/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	$2,593.59		
6781	03/06/2020	Open			Accounts Payable	Employment Development Department	$589.38		
6782	03/06/2020	Open			Accounts Payable	ICMA Retirement Trust	$1,510.00		
6783	03/06/2020	Open			Accounts Payable	Nationwide Retirement	$856.00		
6784	03/06/2020	Open			Accounts Payable	California State Disbursement Unit	$1,624.83		
6785	03/06/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	$70,120.05		
6786	03/06/2020	Open			Accounts Payable	Employment Development Department	$21,245.55		
6787	03/06/2020	Open			Accounts Payable	ICMA Retirement Trust	$8,162.14		
6788	03/06/2020	Open			Accounts Payable	Nationwide Retirement	$3,060.91		
6789	03/06/2020	Open			Accounts Payable	Rebecca Minuth	$527.52		
6938	03/20/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	$64,992.13		
6939	03/20/2020	Open			Accounts Payable	Employment Development Department	$19,592.12		
6940	03/20/2020	Open			Accounts Payable	ICMA Retirement Trust	$8,129.89		
6941	03/20/2020	Open			Accounts Payable	Nationwide Retirement	$3,121.80		
6942	03/20/2020	Open			Accounts Payable	Rebecca Minuth	$527.52		
6943	03/20/2020	Open			Accounts Payable	California State Disbursement Unit	$1,624.83		
Type EFT Totals:					16 Transactions		$208,278.26		

913 - Chase - Payroll ZBA Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	$208,278.26	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	16	$208,278.26	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	$208,278.26	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	16	$208,278.26	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**16**	**$208,278.26**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**16**	**$208,278.26**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**16**	**$208,278.26**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**16**	**$208,278.26**	**$0.00**

Agenda Item: **8b(1)**
City Council Meeting of
May 19, 2020

DRAFT

MINUTES

Tuesday, May 5, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER SUSTAINABILITY AGENCY

Council Chambers
211 Hillcrest Avenue
Marina, California
Zoom Meeting URL: https://zoom.us/j/730251556
Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

1. CALL TO ORDER

2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

   MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

   a. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuance to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases.

b. Real Property Negotiations

i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms

ii. Property: Dunes Property (APN 031-251-005)
Negotiating Party: Shea Properties
Property Negotiator: City Manager
Terms: Price and Terms

c. Public Employment: pursuant to paragraph (1) of subdivision (b) of CA Govt. Code 54957 – Performance Evaluation, Unrepresented Employee – City Manager.

6:35 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie reported out Closed Session: Council met at 5:00PM, established quorum and went into Closed Session. Council received information for each item listed, provided direction and no reportable action was taken.

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

5. SPECIAL PRESENTATIONS:

a Proclamation

i. Edith Johnsen, Former Marina Mayor, 4th District Supervisor

b Public Works Week Proclamation

c Professional Staff Person of the Year 2019 Video, Teresa Garcia

d Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR**:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

- Mike Owen – At the last council meeting it seemed that the Council would like the Tree Committee to meet as soon as possible for non-SB330 duties and wondered if their direction to staff to allow us to meet at the next regularly scheduled quarterly meeting on July 8th or is it a separate council agenda item that would be required that to allow that happen? Also at the last meeting staff mentioned several significant SB330 related housing developments from the Dunes coming soon to the Planning Commission with tree removal permits and was wondering since the Tree Committee is not part of the process if the council would think it was a good idea for staff to send those packets also to the Tree Committee members when they send them to the Planning

Commission members so we can provide some comments and information to the Planning Commissioners to consider?

- Brian McCarthy – Our city has cobra head style streetlights throughout the city that belong to individual property owners and not the city. This creates some challenges including an esthetic challenge where for example right in our downtown corridor there's single different light style output, an energy footprint in the lights that surround it. It might seem like a petty observation but in my opinion it one small piece to help create a whole perception that Marina has some continuity or identity issues. Can the city take a look at this and consider the pros and cons of taking ownership of these light poles? If the don't decide to do that maybe creating some program to help property owners to change out the old-style lights with more energy efficient, earth friendly lights or something of that nature. Looking at what the advantage is of having this carried on in the future as developments come into town. Just a couple of things to consider as we look down the road of what we want our city to look like. Noted that SpaceX launched 60-star link satellites to provide internet throughout the globe and at 9:02 PM tonight a satellite train is expected to pass orbit and should be visible from 9:02 for eight minutes. It's supposed to be coming from the northwest.
- Nan Dillan – Wanted to give a shout out to all the delivery people that are serving our community right now with no hazard pay and to bring it to people's attention about that and if you haven't thanked them already possibly find a way to thank them. They are feeling overworked, under paid and certainly not feeling appreciated.
- Dan Amadeo – What are we going to do about public education as it relates to these district elections? From the people I've spoken to there are a vast majority in this city that don't even know district elections exist. How are we going to go about educating people, so they know what the means and they know what district they're in and how's that going to work? Assistant City Manager spoke about possible workshops but this not the way a workshop is going because a lot of people can't log into these things or don't know how. We need a plan to inform the public on how district elections are going to work. A while back the city sent our flyers regarding some issues around water and I'm not sure what our budget position is but can we do the same thing, send out flyers so people know. They get a map of district or where the districts are and how that works, what districts are up for 2020 and what's up for 2022? If the public is not informed, then we may do ourselves a disservice.
- Cristina Medina Dirksen – Information on the 2020 Census. The response rate is at 58% for the State of California and Marina rate is looking at 64.7% which I think is probably amongst the highest in County. The Census has been extended and as we know is done every ten-years and vital surfaces that we receive will depend on our response rate. Everything from fixing our roads to political representation to our hospitals, schools, just all kinds of formulas for funding are tied to the Census. Have been working to help promote this and seen a lot of other communities lacking and are really targeted other communities because we're low hard to count county. Wanted to give a shout out to those who have completed the Census, 64.7% is fantastic and to those who have yet to do it, go ahead and do it. Won't be completed until October. It's easy, go online to 2020census.gov.
- Greg Fury – Wanted to comment on the individual who's been hired to do the code enforcement and extend a kudos. One experience with fellow property owners where the individual was called out and handled things in an extremely professional manner and was a win-win for everybody. I looked at that person's background and I think it was positive thumbs up kudos to that individual and the background and professionalism that was brought to the table. This is for the City Attorney, I stood in the bleachers and witnessed the whole unraveling of the lawsuit that was unanimously voted on by the council to fend off a lawsuit from the attorney that brought it to the

City of Marina to forming districts and since then I've seen particularly on Nextdoor a lot of kangaroo-court participants chiming in with their versions or their opinions of an extremely complicated issue, which I would only liken to trying to mold Jell-O into a perfect square. I think one of the most troubling things is I've seen a lot of accusations that this is all gerrymandering, manipulated by council members and asked the city attorney if he is able to answer that question, if he perceived, having witnessed the whole thing and made recommendations in consulting the city, does he perceive the whole process to be the result being a gerrymandered set of districts.

- David Brown – Responded to previous speakers comments on district map gerrymandering.
- Elizabeth Billingsley – Asked city staff when the striping on the newly paved street were going to get done. right now there are no markers or stripes on the roads.

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

   a. ACCOUNTS PAYABLE:

      (1) Accounts Payable Check Numbers 94901-94955, totaling $499,071.43
      Accounts Payable Successor Agency EFT & Check Number 46 totaling $8,907.50

   b. MINUTES:

      (1) April 14, 2020, Special City Council Meeting

      (2) April 14, 2020, Adjourned Regular City Council Meeting

      (3) April 21, 2020, Regular City Council Meeting

   c. CLAIMS AGAINST THE CITY:

      (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Conner Ebright for a claim received on March 23, 2020.

   d. AWARD OF BID: None

   e. CALL FOR BIDS: None

   f. ADOPTION OF RESOLUTIONS:

      (1) City Council to consider adopting **Resolution No. 2020-42**, fixing and levying a Special Tax for principal and interest payments and administrative costs on the City's 2015 General Obligation Refunding Bonds for Fiscal Year 2020-2021; and **Resolution No. 2020-43**, certifying Compliance with State Law

(Proposition 218) with respect to special taxes for the 2015 General Obligation Refunding Bonds Tax Levy for Fiscal year 2020-2021.

g. APPROVAL OF AGREEMENTS

(1) City Council consider adopting **Resolution No. 2020-44**, calling for a general municipal election in the City of Marina on Tuesday, November 3, 2020, for the election of certain city officers; and requesting the Count of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election; and authorizing the Finance Director to appropriate funds and the City Manager to execute a service agreement for the provision of election services between the City of Marina and Monterey County Elections Department/Registrar of Voters subject to final review and approval by City Attorney.

(2) City Council consider adopting **Resolution No. 2020-45**, approving an Agreement between the City of Marina and PG&E for an On-Bill Financing (OBF) Program for City facility lighting fixture upgrades, and; authorizing the City Manager to execute the Agreements on behalf of the City subject to final review and approval by the City Attorney.

(3) City Council consider adopting **Resolution No. 2020-46**, approving an amendment to the agreement between City of Marina and Formation Environmental, LLC. to provide engineering services for the groundwater sustainability planning; authorize a budget appropriation from the General Fund in the amount of $32,000; authorize the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) City Council consider adopting **Resolution No. 2020-47**, receiving Marina Police Department's 2019 Annual Report.

(2) City Council consider adopting **Resolution No. 2020-48**, adopting an updated list of projects for Fiscal Year 2020-21 funded by SB 1: The Road Repair and Accountability Act of 2017.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Brian McCarthy had a brief comment for agenda item 8g(3) – not recommending that is be approved, but I change a lot of LED lights and always conduct the payback period calculation and aim to get to a two-years, which is really aggressive, four-years is more realistic and the payback calculation on these lights is about six-years incentive and nine-years without. So it's a little high and hopes that in the future you can continue to look at that and look at the values of having your staff doing it yourself versus farming it out.

Paula Pelot had a brief question for agenda item 8g(3) – Notice in the staff report it mentions Preston, an audit of Preston and not sure if that's Preston Park Housing development or is that Preston the Sports Center? Surprised to see that as we've already replaced the lights out here with LED's. if we did it for Preston Park wondering why we didn't also do it for Abrams?

Council Member Berkley requested a correction to agenda item 8b(3), the April 21, 2020 minutes to include on page 15 reflect that agenda item 11h was pulled from the agenda.

DELGADO/MORTON: TO APPROVE THE CONSENT AGENDA WITH CORRECTIONS TO THE MINUTES OF APRIL 21, 2020 AS NOTED BY COUNCIL MEMBER BERKLEY. 5-0-0-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

   The matter of a public hearing for: **(1)** Cypress Cove II Landscape Maintenance Assessment District; **(2)** Seabreeze Landscape Maintenance Assessment District and **(3)** Monterey Bay Estates Lighting and Landscape Maintenance District which previously scheduled to be heard during this meeting has been rescheduled and these matters will be heard, after notice is given according to law, at the June 2, 2020, City Council meeting.

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

    a. City Council of the City of Marina acting as the Successor Agency to the Marina Redevelopment Agency consider adopting Resolution No. 2020- (SA-MRA), taking the final actions required to issue tax increment bonds for the Dunes on Monterey Bay project, including approving the form and authorizing distribution of two preliminary official statements in connection with the offering and sale of two series of tax allocation bonds by the Successor Agency to make payments on an enforceable obligation, and approving related documents and actions. ***Continued to May 19, 2020***

Questions: Draft Preliminary Statement – You have the City Manager signing this document, correct? What is the legal import of that when the description of the project has not been approved by the Planning Commission and Council etc.? Why does the City Manager then execute this if it's not a representation? Page 7, paragraph 2 – *"subject to change as deemed advisable by the City Manager"* but it would seem we would review this to see what the content is before we had our City Manager execute it? Is this a typically prepared document or does it leave us at all vulnerable such that there are any changes that need to be made to address those vulnerabilities? What should we do just to make sure that we don't get bit later on for this document being used as the city's position and later when we want to make changes that we wish we would have made them sooner?

MORTON/DELGADO: TO BRING THIS ITEM BACK WITH FURTHER INPUT FROM BOND COUNSEL, OUR ATTORNEY, CITY MANAGER AS TO THE CONCERNS; AND HAVE IT ON THE MAY 19, 2020. 5-0-0-0 Motion Passes by Roll Call Vote

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

a. City Council consider adopting **Resolution No. 2020-49**, approving and authorizing the execution and delivery of building removal funding agreements and indenture of trust related to the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable).

Questions: Is there any downside to this on either the building removal part or the city's responsibility for doing its administrative role for other cities? Throughout this Indenture of Trust there are several pages that make reference to acts that have to be performed by the Authority (FORA) and some of them appear to be long after the Authority has dissolved. Who steps into the shoes, if anyone of the Authority, is it the administrator? Exhibit A to the Indenture of Trust and in that Indenture of Trust it has identified 14-parcels for use of the bond proceeds, and then when we get to the contract that FORA drafted and in looking at Exhibit A - Removal Costs Related Parcels "*The parcels on which building removal activity of the funding recipient are to occur"* and you have listed 7, half the number of parcels. Why are there fewer parcels on where we can apply these funds, that we're removing discretion in our contract it appears or FORA has? Why does it go from 15-parcels to 7-parcels? How many more parcels are going to be added to the list before this is a final document?

Mayor Pro-Tem Morton: if follow up to a comment, because the FORA Board was given the contracts that went to all entities, that some entities have a catch-all that "*all proceeds can be used on <u>any</u> other land sites within their jurisdictions located on the former Fort Ord"* I'm trying to make sure my contract for the City of Marina reflect the totality of our obligations with the widest discretion for us to use the bond proceeds. I don't see that here.

City Manager Long: That Exhibit B was taken off the original FORA Board action back in December and those are the parcels. Since then we've added parcels, the County has added parcels, and so that Exhibit B has not been updated to reflect those added parcels. Those are all on separate building removal document. Paul Timmig just needs to update that Exhibit B, and then the specific language to be added will be: *"Any other parcel within the boundary of the former Fort Ord military base that is now located within the City of Marina".*

<u>MORTON/DELGADO: TO ADOPT RESOLUTION NO. 2020-49, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF BUILDING REMOVAL FUNDING AGREEMENTS AND INDENTURE OF TRUST RELATED TO THE FORT ORD REUSE AUTHORITY TAX ALLOCATION BONDS, SERIES 2020; WITH THE ADDITION OF ANY OTHER PROPERTIES THAT'S WITHIN THE CITY OF MARINA ON THE AREA OF THE FORMER FORT ORD BE ADDED TO OUR EXHIBIT AND LIST OF REAL ESTATE</u>. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Elizabeth Billingsley – What kind of bond issuance and who is paying for these bonds and how does it work?

b. ~~City Council consider adopting Resolution No. 2020-, approving an Emergency Facilities Use Agreement between the City of Marina, Joby Aviation, and Monterey County for the use of an alternate care site facility and storage site on a temporary basis to be used an alternate medical care site for non-intensive care treatment of COVID-19 patients; and authorizing City Manager to execute the Emergency Facilities Use Agreement it on behalf of the City, subject to final review and approval by City Attorney~~. ***Item pulled from the agenda***

c. ~~City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Use Permit for Monterey County to utilize the unleased portion of the south tarmac at the Marina Municipal Airport for their COVID-19 Response; and authorizing City Manager to execute the Conditional Airport Use Permit on behalf of the City, subject to final review and approval by City Attorney~~. ***Item pulled from the agenda***

d. COVID-19 Update

e. City Council discussion regarding placing on a future agenda item the possibility of putting on the November 2020 ballot the option of moving from four to five districts when we re-district, based on the 2020 census, in May 2021 (Berkley, step one of a two-step process)

Council Member Berkley: Read an opening statement (Attached to Minutes)

Council Member O'Connell - Councilwoman Berkley should be thanked for bringing the present election process concern to the council and the public. She certainly should not be subject to hostile comments. It is not an issue about this or any mayor. The mayor has one vote on each issue. The mayor recommends appointments to committee's subject to council approval. The mayor, and all of us must comply with policy, procedure and the CA Brown Act.

The question is whether or not there should be five districts with each having one elected council member or the imbalance of one district having two elected officials.

Four years ago, I authored a city ballot measure for a four-year mayoral term. I believed that to be the best approach for the city and the voters approved it. Since then the city has been divided into election districts. This was the result of the CVRA and the potential for costly litigation. The city council avoided the litigation by dividing the city into 4 election districts. That is a drastic change in the voting process in the city. Now do the voters want to level the playing field so that no one district has the benefit of two council members. I believe it to be a valid question that the voters should be allowed to address, but I believe it is premature and should not be placed on the ballot. Two main reasons: 1. There are at least two CA cases in the courts that are challenging the constitutionality of the CVRA. One that I know of is in the 2 appellate district court and the other one is on the docket at the United States Supreme Court and may be decided by that court. We should wait to see the decisions. It may result in the city council being able to go back to the at large election process throughout the city. 2. We have not gone through even one election cycle to see how the district election process works. I think we should go through the 2020 election or even the 2022 election before we consider addressing this very valid issue. As a result, I will be voting NO on this matter.

Council Questions:

Berkley/Morton: That we move to a second step and place on a future agenda with a full staff report.

Public Comments:

- Nathaniel Sawyer – Concerned about voting rights being taken away from Marina resident. It is an outrage that our city would be moving to take away the right of our citizens to vote for their leadership. Huge civil rights issue and fair elections are critical to ensuring the democratic process You work for the people and not yourselves. Opposes this item going forward.
- Olga Chandler – Voiced her concerns about not being able to vote for a mayor. Voting is a right in this country for every citizen, most importantly is the voting for a mayor because that mayor represents your local politics, your city and has the most impact on decision that will involve citizens of this city. Opposes moving this forward.

- Doug Chandler – Clear that voting for a mayor is important. Mayor represents who we are, and we need to be sure that that doesn't get taken away. The idea of having other people vote on who our mayor is aggreges. Council should not be allowed to appoint our mayor.
- Mike Owen – Expressed his concerns and points about putting this item on the agenda. Agrees in part with the mayor about the decisiveness in not being the right time to have to come forward. Agrees with Council Member O'Connell on needing to take time to make sure whatever we're doing is checking all the possible boxes. Opposes this item
- Tina Walsh – What does the voting public have to gain or lose? We don't know because no information was provided in the packet. Knows this idea is wildly unpopular and if it got to a ballot in November would lose. Marina residents both old and young are engaged and we want a say in the direction the city takes. Rotating a mayor between council is not a good option, we do that by voting for our mayor. Government is supposed to move slowly and cautiously. Marina has not experienced an election by districts so let's take the time to see if it's working before, we go changing it. The current system is valid and an there is no pressing reason for spending money to change it. Opposes this item
- Nancy Amadeo – The Mayor made an immediate assumption that the council would vote on who was going to be the mayor and that was never mentioned as being what would happen. Watsonville is a diverse community and does it by rotation, they elect their council members and then rotate who's going to be mayor. There is a large group of people who have said don't do this but what we haven't heard from the people who say I'd like more information and the right to vote on this myself. If this made it to a second time and council then said let's put it on the ballot, council is not saying this is what we're going to do, the council is then saying lets let the citizens vote on whether or not they would like this. I see it as equal representation. Approves of this moving to the second step.
- Steve Zmak – Completely outraged when this first appeared on the agenda two weeks ago. Saw it as a complete waste of time. Agrees with previous speakers oh having the right to vote for our Mayor. As for having a discussion on this, we've already had a discussion on this when we went to a four-year seat for the Mayor instead of a two-year seat. We have the conversation on this when we went through the whole redistricting. Council Members Berkley and Morton, if you really want to see this discussed further get a petition, get the voters signatures and do the conversation that way. Would like to see this killed tonight.
- Dawn Alva – Concerned about this agenda item. Marina is an extremely diverse community and when looking at the council, the districting where each sits, currently do not represent the demographic of Marina. Since we are so small, I believe that a mayor and our current mayor has the capacity to represent all persons within our small community. This action would further limit my voice, my voting rights and I want the ability to vote for my city representatives. This is the wrong timing and for the wrong reasons. Feels this is personally and politically motivated.
- Ephrin Valentine – the at-large Mayor position voted by all is a representation of all sectors of the community. Thinks this has flaws built in. What about district term limits? What if a rotation occurs in a district where there is a new representative that may or may not be ready to take on the role of mayor? Feels this appalling to discuss removing an elected representative of all the community and lowing the amount of vote from 40% currently down to 20%. Recommends that the council vote no on continuing this path. It's a waste of time, tax dollars and cuts the representation of all of Marina residents by limiting their vote to one district.

- Kathleen Founds – So, the justification for this item that I'm hearing is it would prevent one district from having more than one representative, but the people of Marina do not think of themselves in terms of districts. No one knows what the districts ever are. To the average citizen they seem to be cut at random. Our interests are in common in Marina. If you actually want to provide representation and reflect the will of the people you continue to allow us to vote for our mayor. The idea of rotation is especially problematic. Please do not take away our rights to vote for a mayor. Moving this forward take away energy from many other valuable things.
- Nan Dillon – Not involved in social media but wanted to know if the citizens petitioned the city for this? Not sure how it got on the ballot. The ballot initiative to do away with the citizens voting for our mayor and having the mayor be voted in by the counselors I'm extremely opposed to that. all great cities have an elected mayor. Why we a trying to give us less instead of more? We just switched over to district elections and now we're going to lose our ability to vote for a mayor? Object to the consolidation of power that the council give that gives all the power to the counselors, seems like a power grab. Oppose this measure feels it is stripping the power away as a citizen.
- Dan Dillon – this is a very difficult time for Marina and the country. This is not the time to add more to our plate to make things even more difficult. The citizens of Marina need a voice in who the mayor is. For Marina to lose this is will result in the steady decline of the city council followed by the City of Marina. Look at other cities who have gone down this path and the downward spiraling results. The first step in losing a city is district voting. The second is losing our right to vote of our mayor. Encourage council to vote no
- Audra Walton – Thanked the mayor as well as Supervisor Parker and Wendy Root Askew for staying engaged with the residents here is Marina with the weekly townhall meetings and social media posts. Implores the council abandon any thought of removing the right of voters to elect the mayor for Marina as well as abandon the thought process of the creation of a fifth district following the 2020Census. Opposes moving to the second step process. We do not need a fifth district. Asked if we are now in compliance with the Voter Rights Act suit?
- Jill Hollingsworth – Made comment on the legal definition of "gerrymandering" involves race. Made formal request for information on both sides of this issue. Would like to provide the Monterey County branch of the ACLU with a summary of the key issues regarding the districting and formally requests that information include the lawsuit that was mentioned that forced the districting.
- Greg Simmons – Does not think social media is the best way to discuss deep matters and it really begs to questions how do you really engage the public to discuss matters like this? We need to go further than social media. Agrees with Council Member Berkley about people not wanting to turn to social media if they have an opposing view. Agrees with Council Member O'Connell that the timing is not good. Agrees with comments made by a previous speaker that more information is needed and a have reasonable discussion.
- Cristina Medina Dirksen – Looking to contact a city leader from another community on their districting and spoke with their mayor. The mayor is the go-to person that you know represents your community. Think about the wall of Mayors you see when entering city hall, there's some kind of tradition here. This issue snowballed because there is so much lack of information that lead people to speculate the motivation behind this. This is not the right time for this during this pandemic. Many other communities have more districts. The city really doesn't have much to gain and as pointed out before the city has a problem with communication. We must work much harder at communicating with the public.

- Brandon Kelsey – Agrees that term limits need to be discussed for the mayor position. This is a huge issue for all of us. Local government is the most important form of government and our ability to vote for our local representatives keeps the public involved in the process and allows us to hold our elected officials accountable. Here is our opportunity to do retain our ability to do so. This is our town, every single person who lives here. The mayor being our representative represents all of us. The power of the voter is sacrament.

- Surinder Rana – One council member stating that she felt intimidate on social media, and another person stated that Social media is not a place for this. Social media itself is a form of discussion. If people made some comments nobody should feel intimidated. Those comments are coming from people and they are voters and that is what this whole election process is about. Opposes the whole argument and discussion. A mayor is a person and we see certain attributes and put them in place as a mayor. A council member is a person but represents a smaller selection of people. When people elect a mayor, they expect him or her to deliver according to the expectation of the people. So, by diluting the whole appointment or limiting the appointment of mayor does not make sense. When this pandemic is over, we are going to need a united city under the leadership of a mayor and city council.

- Liezbeth Visscher – Spoke about 'gerrymandering maps. Where did the council get the idea that this is a legal term only for racial gerrymandering? Provided definition of the word "gerrymandering". It would be very hard or impossible to convince me the location of the homes of the four council members were considered. That same demographer has been criticized for more gerrymandered or manipulated maps in other cities. In my opinion today's discussion has exactly the same intent as the proposed consideration that was added to the April 21st agenda, a potential amendment to eliminate the elected mayor position. I strongly oppose the just thinking about the option to eliminate the elected mayor position. It is important to have one representative for the entire city. I want to be able to vote for that person besides being able to vote for a council member in the district I reside in.

- David Burnett – Thanked Council Member Berkley for placing this on the agenda, it shows real vision and concern for the community. The Constitution of the United States clearly states that we are represented one person, one vote. If we have four districts, we will always have one district with two representatives in it. The item tonight is to have a discussion about how five districts clearly gives everyone an equal vote. The mayor position is not special. It is not granted any authority other than what council has. We are not trying to do a power-grab, we are trying to have a discussion about how to account for one person, one vote. The election coming up in 2020 is going to be by district. There are two council persons that were elected in the 2018 cycle. They are not in the 2020 ballot but yet their districts will have representatives. We are not redistricting; this is districting, there weren't district before. Asked everyone to read up, to study what districting means, what our city council represents and how the city can go forward.

- Paul Manuel – Whole family is form Marina and they are opposed to this idea of taking the voting of the mayor away from residents. Thanked Nathaniel, Olga and Steve for their very articulated and well said comments; hopes that the district voting gets reversed. Wouldn't it be in everyone's best interest to wait until this legal decision has been made, until something like this has been brought to the table? What is the motivation to not only bring this up and try to put this on the ballot but put it foreword during this time of pandemic and everything else? Someone made a comment about not the place for social media; love it or hate it social media is here, and it has its advantages and disadvantages for everyone equally. Thinks social media has to be used to engage people into getting involved. I think it works well

10:00PM

Delgado/Berkley: to continue the meeting to 10:20 PM. 4-0-1(Urrutia)-0 Motion Passes by Roll Call Vote

- Elizabeth Billingsley – Lived in Marina since 1961. We always elected a mayor. Frank Vinyard was our first mayor. Does not appreciate that my vote is being taken away. Lived under Hitler and communism and you know what that vote means to me, that is my freedom. That is voice and that is speech and can vote for whomever I want or don't want. Does not like to see anyone take that away from us. Does not like the districting at all. Our city is so integrated and cannot see that our city needed districting. If you're going to do something, go to the five districts, everybody can have a vote and we can elect a mayor. If this is in the courts right now, then maybe we should wait.
- Christy Prado – Wanted to speak to the idea that if we were to switch to a rotating or council selected mayor in our current council situation to the best of my knowledge all four of our council members have their seat only because they ran unopposed. They were never went through any kind of election process where there was a choice because we have very few people in our city are able to stand up fill that position. I see in our future our districts we're going to have a bigger problem because now someone has to be from a certain district in order to run for that district and in our current situation the only person in our current council makeup is the mayor himself who was actually elected process where there was more than one candidate. If we no longer have our current mayor on the election process here, we would be losing more than just the vote we have. Opposes this item.
- Brian McCarthy – Thanked Frank for acknowledging that this is not the time for this discussion. Thanks to the community for participating tonight. Would like to hear a little bit more about the original wording as it really was dramatically different than what's on the agenda tonight. Can you provide a little more color as to how this happened? Was it the City Manager that suggested moving to a general law city? would be surprised if that came from the general manager. How do items get placed on the agenda? It is supported by two members or just one council member? What is to stop a council member from placing this on an agenda again next week? Thinks the public deserves a little more color on how that process works. Instead of asking ourselves how we can make ourselves more divided, more partisan we should be asking ourselves how we can make ourselves less divided, less partisan. Where's the initiative for that? the public feels very strongly about this topic. Rotation is problematic, some people might not want to be mayor. Now it not the time for this and hopes council rejects this.
- John – Lived in Marina since 1982 and seen a lot happen in that time and have always had the opportunity to vote for mayor in Marina and always took pride in that. The citizens on Marina also take pride in voting for their mayor. The mayor is the mayor of the people, not the mayor of the city council if we decide that the mayor is going to be an appointed position. Otherwise like we said, three members of the council can determine who the mayor will be. That's three voters in Marina that would vote for who the mayor would be. Not three city council members, I would say three voters in the whole city would determine who the mayor would be. We would be taking a step backwards if we do that. Agrees with council member O'Connell concerning the court cases that are in progress right now concerning the district voting. We should delay any further attempt to proceed with this proposal until we see what happens in those court cases.

- Kathy Biala – Does not understand how Council Member Berkley said she's concerned about giving people a vote. The public has already given a clear indication that Marina wants to maintain our right to vote of our mayor. How does a five-district system maintain an at-large vote for mayor? Marina residents have to know the impact to the mayor election. Please do not use tonight or next step two meeting as evidence of the public fair chance to weigh in and discuss matters. Social media is a completely legitimate forum for public discussion. There was so much objective and factual information shared. It was asked if the public asked for this and the answer is no, and the strong opinions are testament to that. There has been a gross miscalculation of the will of the people especially by thrusting this upon us during this pandemic. We simply don't wish to advocate our right to vote for the mayor position.

10:20PM

Morton/Berkley: to take the three speakers and limit the discussion to no more than 15 minutes to complete this item. 4-1(O'Connell)-0- Motion Passes by Roll Call Vote

- Debbie Gentry-Rao – Opposed this new five districting proposal because of the fact that it would automatically lead to the elimination of the elected mayor position and reduces our right to the only elected one seat of five people on the city council. Please don't take away our vote. I find this entire ordeal is especially in light of the current situation going on with the pandemic crisis during this time period while our Marina residents are too overwhelmed with families, business and school. It's not the way democracy works. Marina's people like voting for their mayor. Marina just voted to extend the mayor term from two-years to four-years. Stability and longevity of the mayor position is what's in the best interest of the city. Please don't change something that's working for our city.

- Greg Fury – Wished that a lot of the people that was so engaged on social media would have been 10% engaged in FORA, nevertheless, it has been a very hot issue and emotional reaction. The idea was brought up to discuss the possibility and all of a sudden it turned into a lynch mob. I did not comment because unlike Kathy Biala I did take great offence to some of the comments made about people by people. Looked at different cities and 68 out of 88 have a district system where the mayors rotate but a lot of different forms of rotation. In cities of similar size have at-large mayors. There are a lot of possibilities out there. Agrees about having equal votes. Hopes the court case decides against districts and we can go to an at-large system again or citywide voting system. Believes the mayor and council positions should have term limits.

- Paula Pelot – Back when we did these, the district to begin with last year this item was brought up by members of the public and council that we should look into five district but there was a time constraints because of the legal challenge so the fact that so many people are surprised by this coming back is a surprise to me. When you are under one of these challenges for districting it's based on racial gerrymandering, which is why when you look at the staff reports it talked about protected classes and underrepresented. There is a strict legal definition for that. after sitting on Nextdoor and watching and responding to things a great deal of decisiveness was created by misunderstanding of what this subject was, what the origin was and what the intent was. There is a method for bringing these things forward into a public council discussion and that is what this item was about. The challenge on this is, after speaking with the head of the California Voting Right Project is that when you have a district that could potentially now or in the future have two votes on the council it reduces the ability of the underrepresented and minority voters to field and elect a locally supported mayor of their choice due to the inherent additional resources needed to mount a citywide campaign. So, it may in fact by doing this and continuing it, it may make us susceptible to future legal action. There's no reason to have not considered this. Support the idea of bringing this forward.

- David Brown – Responded to Ms. Pelot's comments and seems too eager to dispel the idea that this is just about a discussion about a new and interesting form of government. Fact is much of this has been an unfortunate personal shot Mayor Delgado. The mayor has won elections with between 60%-70% of the vote since 2012. From the perspective of several disgruntle members of a local political club they figured there was no way to get Mayor Delgado out of their unless we move to this kind of system. That's what much of this has been unfortunately and it looks to me that since it's not going to be supported by Council Member O'Connell that it will probably die.

Council Member Berkley asked legal counsel since we have to go into redistricting May 2021based on the 2020 Census, if at a later time we wanted to consider redirecting do we need to wait until 2030 Census or how does that work?

Mayor Pro-Tem Morton asked legal counsel if this wasn't on the 2020 ballot, what is the next ballot that this issue could be addressed? Do we have a timeframe from of decisions coming down from higher court?

Substitute Motion

DELGADO/URRUTIA: TO TAKE THIS ISSUE NO FURTHER. 3-2(Berkley, Morton)-0-0 Substitute Motion Passes by Roll Call Vote

12. COUNCIL & STAFF INFORMATIONAL REPORTS:
    a. Monterey County Mayor's Association [Mayor Bruce Delgado]
    b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
    c. Proclamation of Local Emergency Update

13. ADJOURNMENT: The meeting adjourned at 10:45 PM

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

Council Member Lisa Berkley's opening statement for
Agenda Item: 11e

Before we get into this agenda item, there are a few things that need clearing up.

First, I neither wrote nor submitted to City Staff what was stated as the April 21st Agenda.

All of my communications with the City Manager and City staff have revolved around the issues of districting and the possibility of moving from four to five districts with the intention of being sure that everyone has fair representation. I would appreciate it if the City Manager would publicly verify this.
Second, unfortunately, what was never conveyed to the public by either the City Manager or Mayor at the April 21st meeting was that the agenda item was removed from the agenda by me, because it did not convey my intention.

As many of us are aware, there has been a tremendous amount of public discussion about today's agenda item. While it is unfortunate many people have personalized this, making it about our current mayor rather than about governmental fair representation, it's fantastic to have such a high level of public engagement. Thank you to everyone who has taken the time to share their opinions via email, Facebook, and NextDoor.

I have heard it said that true democracy begins exactly where you wish it would not...indeed democracy is a messy process, especially as an elected. As an elected official, it is my job to embrace diverse opinions and thoughts and to ultimately do my best to represent the people, being sure that everyone has a voice. It is for this reason that I have brought to council, tonight's agenda item 11e - a discussion about putting on a future agenda something that both the mayor and council value, that is: within the context of districts, everyone has a voice. It is my hope that at the end of tonight's discussion we, as council, agree to honor what we all value and move this item to step two, where it is placed on a future council agenda for further discussion which will include a full staff report.

As we consider this, there are four things we need to keep in mind: districting, our municipal form of governance, timing and financial resources.

Districting.
As many of you may recall, back in October 2019, in order to avoid what was perceived as an insurmountable lawsuit, we chose to move into districts.

These districts were created by a professional demographer who had: no political allegiance to, connection with, or incentive from, either the mayor or any council member. Like many districts, they are unusually shaped and are comprised of Census blocks and tracks—meaning predetermined units of demographic measurement, in this case, determined by the 2010 Census.

Needless to say, the 2010 census does not reflect the current make up of our city; We have grown tremendously since then. As a result, we are required to re-district based on the 2020 Census. This will occur in May of 2021. Please keep that date in mind.

The purpose of this lawsuit was to ensure that Marina's council is made up of representatives who best reflect our demographics and regions within our city and to be sure that each resident has a fair vote, a voice. With a 4-district representation, and Mayor at large, that means that there will always be a district that has two representatives from it, which goes against the intention of the California Voting Rights Act. However, in a five-district scenario, each district will have its own

representative there by being further in alignment with the spirit and intention of moving to districts in the first place, providing fair and equal representation for all.

Marina Municipal Form of Government.
We are not a Strong Mayor form of government. We are a Council-City Manager form of government. That means that every council member, including the mayor has one equal vote and all decisions are made by the majority vote of council which is where the city manager receives his or her direction. The role of the mayor is ministerial and ceremonial—he or she has three jobs: 1. be the face of the city at public events; 2. sign official documents that have been approved by the council; and 3. facilitate public meetings. That's it.

If we choose to continue this discussion at a future council meeting one of the issues that will have to be discussed is how we select our mayor—will it be a rotation by district? Will council select the mayor by voting? For how long will she or he be in that position? There are many options to be discussed which would be included in the future staff report and provide the opportunity for the public to weigh in with their thoughts and possibilities.

Timing & Financial Resources.
As I already mentioned, we will be redistricting based upon the 2020 Census in May of 2021. This will cost the city thousands of dollars. If we are committed to fair, equal, and just representation, it is important we discuss this now. If we only want to redistrict once and give the residents of Marina a voice on this subject through public participation and voting on the ballot, the ballot measure has to be completed and submitted to the County Elections Department by August 7. This means we have to go through all of the Municipal Due Process beginning now.

Understanding is crucial here. We got cornered by this districting process - put into a position that no one in our city wanted. The voice of the people and of leadership was taken away. What is ultimately being proposed is a way to empower our people, for our residents to have their voice back thorough equal representation on the ballot.

So, for these reasons, I hope we will move this forward for further discussion.

Agenda Item: **8b(2)**
City Council Meeting of
May 19, 2020

DRAFT

MINUTES

Tuesday, May 12, 2020 **5:00 P.M. OPEN SESSION**

SPECIAL MEETING
CITY COUNCIL, AIRPORT COMMISSION, MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER SUSTAINABILITY AGENCY

Council Hall
211 Hillcrest Avenue
Marina, California
Telephone (831) 884-1278 - Fax (831) 384-9148
E-Mail: marina@cityofmarina.org Website: www.cityofmarina.org

Zoom Meeting URL https://zoom.us/j/730251556
Zoom Meeting Telephone Only Participation: 1-669-900-9128 Webinar ID:730 251 556

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at https://accessmediaproductions.org/

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at https://cityofmarina.org/. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#__ " (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

1. CALL TO ORDER

2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

   MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

   a. City Council consider adopting **Resolution No. 2020-50**, authorize an additional $4 to $7 million in "escrow term bonds" be added to the basic funding of the Fort Ord Reuse Authority (FOR A) final funding bonds; and, authorize the City of Marina to purchase the escrow bonds, to be placed in the City's idle cash portfolio until the escrow period is ended.

Council Questions: What tax increment that would be coming to the city would be pledged for these escrow bonds? What are we pledging? Is it the totality that's collected by the County? Is it just Marina portion of these taxes? What would be supporting these escrow bonds? If we were to put up the capitalized interest into an escrow and if the bonds were not to be issued would we lose that money? Why would the escrow bonds be better approached than to simply have the council designate that all future tax increment increase be applied to blight removal? Do you have any idea what the tax increment would be, that portion if we were not to go with the escrow bonds? How would we be able to work with escrow bonds involved with increase tax increment? Do we know the amount that would be flowing to Marina when you compare that with the risk of putting funds into capitalized interest and it dies? Most specific about the amount of risk goes down as the bonds are issued when assessed values goes up? Tax increment goes away June 30th but by doing an escrow bond you're indicating is that we can not only extend the collection of tax increment but also obligate tax increment growth that would happen go to FORA that otherwise would go away, is that correct? So what we're being asked to consider is on this $15 million coming out of FORA tax increment, are we willing to set aside not used for blight removal to put into escrow and with that at this particular time escrow bonds for $5 million would also be issued, so we have our $ 500,000 and the $5 million additional bond sitting in escrow that when the tax increment goes up enables us to start releasing or release all of it at once or a portion of it is my question, is that correct? So, the $500,000, what I'm trying to articulate also is that's not money we would have but for these bonds and all the funds that fund this bond is money that is either a) goes away because FORA sunsets; or b) even if FORA sunsets our portion of it because tax increment would not be applicable is so miniscule that we wouldn't have any money to do anything, is that correct? If we put $500,000 in escrow does our $15 million reduce to $14.5 million? If we had an unforeseen large emergency and after which the results or impacts lasted longer than three-years so we would get any building going on any tax increment value going on, that's kind of the risk right? The worse thing that would happen is we lose $500,000, correct? Would the escrow term bonds have the same limitations as to use as the other $30 million bonds? As of noontime today everybody at FORA was still waiting to hear if the County was pulling out, as the County made a decision?

DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2020-50 AUTHORIZE AN ADDITIONAL $4 TO $7 MILLION IN "ESCROW TERM BONDS" BE ADDED TO THE BASIC FUNDING OF THE FORT ORD REUSE AUTHORITY (FORA) FINAL FUNDING BONDS; AND, AUTHORIZE THE CITY OF MARINA TO PURCHASE THE ESCROW BONDS, TO BE PLACED IN THE CITY'S IDLE CASH PORTFOLIO UNTIL THE ESCROW PERIOD IS ENDED. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None received.

4. ADJOURNMENT: The meeting adjourned at 6:15PM

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

May 12, 2020 Item No. **8g(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of May 19, 2020

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING THE REVISED FORTAG MASTER AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION AGENCY AND THE COUNTY OF MONTEREY, THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED MASTER AGREEMENT ON BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is recommended that the City Council:

1. Adopt Resolution No. 2020-, approving the Revised FORTAG Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University of California Santa Cruz, and Monterey Peninsula Regional Park District, and;

2. Authorize the City Manager to execute the Revised Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG).

At the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction.

At the regular meeting of April 7, 2020, the City Council adopted Resolution No. 2020-33, approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District

ANALYSIS:

Upon further review during the approval process by the underlying jurisdictions, comments and concerns regarding the agreement required revisions to the agreement as shown on **"EXHIBIT A"**. The revisions add clarifying language regarding each underlying jurisdiction's land use authority and recognizes the approval process of project segments through Supplemental Agreements with the underlying jurisdiction and TAMC. The original intent of the Master Agreement to commit TAMC and the jurisdictions to cooperate in the execution of the trail in their individual areas does not change. The changes generally reserve more discretion for the underlying jurisdictions.

FISCAL IMPACT:
The fiscal impact of entering into a Memorandum of Understanding will be limited to the staff time to review the studies, design, and environmental document during phases of the project subject to any future Supplemental Agreements. Increases in maintenance costs should be anticipated for future phases that will construct trail segments within the City of Marina.

CONCLUSION:
This request is submitted for City Council consideration and possible action.

REVIEWED/CONCUR:

_____
Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

Attachments:
1. Exhibit A Draft FORTAG Master Agreement with underlined changes.
2. Exhibit B Draft FORTAG Master Agreement for approval.

RESOLUTION NO. 2020-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING THE REVISED FORTAG MASTER AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION AGENCY AND THE COUNTY OF MONTEREY, THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED MASTER AGREEMENT ON BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG), and;

WHEREAS, at the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction, and;

WHEREAS, at the regular meeting of April 7, 2020, the City Council adopted Resolution No. 2020-33, approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and;

WHEREAS, upon further review during the approval process by the underlying jurisdictions, comments and concerns regarding the agreement required revisions to the agreement as shown on **"Exhibit A"**. The revisions add clarifying language regarding each underlying jurisdiction's land use authority and recognizes the approval process of project segments through Supplemental Agreements with the underlying jurisdiction and TAMC. The original intent of the Master Agreement to commit TAMC and the jurisdictions to cooperate in the execution of the trail in their individual areas does not change, and;

WHEREAS, the fiscal impact of entering into a Memorandum of Understanding will be limited to the staff time to review the studies, design, and environmental document during phases of the project subject to any future Supplemental Agreements. Increases in maintenance costs should be anticipated for future phases that will construct trail segments within the City of Marina.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve the Revised FORTAG Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University of California Santa Cruz, and Monterey Peninsula Regional Park District, and;

2. Authorize the City Manager to execute the Revised Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of May 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the "Agreement") is entered into by and among the Transportation Agency for the County of Monterey ("TAMC"), the County of Monterey ("County"), the City of Del Rey Oaks ("Del Rey Oaks"), the City of Marina ("Marina"), the City of Monterey ("Monterey"), the City of Seaside ("Seaside"), the Monterey Peninsula Regional Parks District ("MPRPD"), the University of California, Santa Cruz ("UCSC"), and California State University at Monterey Bay ("CSUMB"). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the "Parties." The Parties other than TAMC may be referred to collectively as the "Underlying Jurisdictions." The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated $20 million annually for a total of $600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately $20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.

B. **FORTAG Project**. FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. ~~A map designating the FORTAG alignment is attached hereto as Exhibit B.~~ FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.

C. **Environmental Documentation.** In compliance with the California Environmental Quality Act ("CEQA") TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

D. **Need for Collective and Coordinated Action**. In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.

E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.

F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.

G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.

B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.

C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.

D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

A. With respect to the entirety of FORTAG:

1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.

3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.

4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.

5. Dedicate land or easement rights to TAMC or agreed upon third parties, as necessary, to permit the development of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement~~over the approved alignment~~.

6. To the extent allowed by law, ~~R~~require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and, where appropriate, require the construction of segment alignments as a

condition of approval for new development applications~~part of larger approved developments~~.

7. Pursuant to a Supplemental Agreement, ~~A~~accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, ~~and/or~~ cause portions of segments to be owned or retained by other responsible parties, with the consent and approval of TAMC, but ony for the purpose of ~~to~~ ensuring~~e~~ compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.

8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed with the boundaries of the Underlying Jurisdiction.

9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.
Mutual Covenants

A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specify~~ing~~ in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C. The Parties agree that any such Memorandum of Supplemental

Agreement may be attached to this Master Agreement without further action by the Underlying Jurisdictions.

B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.

1. This Agreement may be terminated at any time by the mutual consent of all the Parties.

2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.

C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its

officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars ($100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdiction. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the

Underlying Jurisdiction and covenants to work towards incorporating FORTAG into its land use planning.

Section VI.
Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII.
Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.
CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law~~reviewed and considered the information contained in the environmental documents certified by TAMC~~.

Section IX.
Miscellaneous

A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).

1. Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).

2. Mediation. If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.

3. Judicial Resolution. If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.

B. Notices. Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections,

sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.

F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.

G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. 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.

H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.
Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
TAMC Counsel

COUNTY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
County Counsel

CITY OF DEL REY OAKS

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MARINA

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF SEASIDE

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC		Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY		Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS		Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA		Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY		Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE		Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ		Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the "Agreement") is entered into by and among the Transportation Agency for the County of Monterey ("TAMC"), the County of Monterey ("County"), the City of Del Rey Oaks ("Del Rey Oaks"), the City of Marina ("Marina"), the City of Monterey ("Monterey"), the City of Seaside ("Seaside"), the Monterey Peninsula Regional Parks District ("MPRPD"), the University of California, Santa Cruz ("UCSC"), and California State University at Monterey Bay ("CSUMB"). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the "Parties." The Parties other than TAMC may be referred to collectively as the "Underlying Jurisdictions." The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or "Measure X," was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated $20 million annually for a total of $600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway ("FORTAG"). Approximately $20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.

B. **FORTAG Project**. FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.

C. **Environmental Documentation.** In compliance with the California Environmental Quality Act ("CEQA") TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

D. **Need for Collective and Coordinated Action**. In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.

E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.

F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.

G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.

B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.

C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.

D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

A. With respect to the entirety of FORTAG:

1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.

2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.

3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.

4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.

5. Dedicate land or easement rights to TAMC or agreed upon third parties, as necessary, to permit the development of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement.

6. To the extent allowed by law, require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and,

where appropriate, require the construction of segment alignments as a condition of approval for new development applications.

7. Pursuant to a Supplemental Agreement, accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, cause portions of segments to be owned or retained by other responsible parties, with the consent and approval of TAMC, but ony for the purpose of ensuring compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.

8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed with the boundaries of the Underlying Jurisdiction.

9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.
Mutual Covenants

A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specify in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the “Phase One Canyon Del Rey/SR 218 Segment” Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C. The Parties agree that any such Memorandum of Supplemental Agreement may be

attached to this Master Agreement without further action by the Underlying Jurisdictions.

B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.

1. This Agreement may be terminated at any time by the mutual consent of all the Parties.

2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.

C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its

officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars ($100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdiction. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the

Underlying Jurisdiction and covenants to work towards incorporating FORTAG into its land use planning.

Section VI.
Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII.
Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.
CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law.

Section IX.
Miscellaneous

A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).

1. Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).

2. Mediation. If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.

3. Judicial Resolution. If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.

B. Notices. Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.

E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.

F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.

G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. 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.

H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.
Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
TAMC Counsel

COUNTY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
County Counsel

CITY OF DEL REY OAKS

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MARINA

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF MONTEREY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

CITY OF SEASIDE

By:_____
Its:_____
Date: _____

Approved as to form:

_____
City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By:_____
Its:_____
Date: _____

Approved as to form:

_____
Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC		Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY		Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS		Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA		Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY		Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE		Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ		Title ADDRESS ADDRESS Phone Email address

May 14, 2020 Item No. **8g(2)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of May 19, 2020

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND THE TRANSPORTATION AGENCY OF MONTEREY COUNTY (TAMC) FOR THE 2020 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) ALLOCATION OF FUNDING, AND; APPROVING THE RSTP COMPETITIVE FUNDING GRANT APPLICATION FOR THE DEL MONTE BOULEVARD EXTENSION PROJECT, AND; AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, approving an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2020 Regional Surface Transportation Program (RSTP) allocation of funding, and;

2. Approving the RSTP competitive funding grant application for the Del Monte Boulevard Extension Project, and;

3. Authorizing the Finance Director to make the necessary accounting and budgetary entries, and;

4. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The Surface Transportation Program is a federal program that provides states and local jurisdictions with funding for highway improvements, street rehabilitation and transportation enhancements. TAMC receives an annual apportionment of Regional Surface Transportation Program (RSTP) funding, passed through the State. TAMC historically has distributed RSTP funding through fair-share (based on their urbanized populations) and competitive programs, establishing funding agreements for these programs on a three-year cycle.

At the regular meeting of March 25, 2020, the Transportation Agency for Monterey County (TAMC) adopted the Regional Surface Transportation Program 2020 (RSTP) Guidelines and Policies, along with allocation of RSTP fair-share funds to the City of Marina. Per the Agreement for the allocation of funding approved by the TAMC Board of Directors **("EXHIBIT A")**, Marina will receive fair-share RSTP funds of $303,807.71 for transportation projects.

At the regular meeting of April 22, 2020, TAMC adopted the Master State & Federal Funding Agreement between TAMC and Local Agencies. In order to claim reimbursement for this funding (and other State and Federal sources that pass-through TAMC), the Master State & Fed Funding Agreement will need to be executed. This agreement replaces the previous master funding agreement, which has expired, and includes a term for another three years.

The City will also be submitting an application for the RSTP competitive funding for the Del Monte Boulevard Extension Project. Total RSTP competitive funding available for this three-year cycle amounts to $12.2 Million.

ANALYSIS:

The City's Capital Improvement Program (CIP) includes a project for the extension of Del Monte Boulevard south to 2nd Avenue and "The Dunes" development (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Boulevard Extension, (Project No. R37).

The project was identified in the Fort Ord Reuse Authority's (FORA) Base Reuse Plan identified this project corridor as serving key commercial and mixed-use development areas within former Fort Ord. The Plan also emphasized the role the corridor would serve as a primary circulation and access route between Central Marina and South Marina area, de-emphasizing local traffic on State Route 1.

The City has since retained Diablo Engineering (City Council Resolution 2016-124) for design and Denise Duffy and Associates (City Council Resolution 2019-27) for environmental clearance. The project is progressing with its final design and the Initial Study to be completed by June 2020. Costs to finalize the environmental phase through the State and fully fund construction are estimated at $14 Million.

The City's Reimbursement Agreement with FORA to fund a portion of the cost for Del Monte Boulevard Extension will expire on June 30, 2020. The Community Facilities District fee that FORA charges will have to be replaced by a City imposed CFD to provide approximately $7 million towards construction costs. City staff is seeking competitive RSTP funding of up to $7 million to completely fund the estimated $14 million construction costs for the Del Monte Boulevard Extension project.

The timing of this grant is important as the Dunes Development is moving forward with planning for the opportunity phase which would include hotel, commercial, and residential development on the hill north of Imjin Parkway adjacent to Highway 1. The developer will construct the portion of the Del Monte Boulevard Extension that passes through their development and completing the extension to connect with central Marina businesses and residents is a critical economic link for our community.

Applications will be submitted by June 1, 2020 with final award of RSTP competitive funds on August 26, 2020.

The $303,807.71 in fair-share RSTP funds available to Marina for transportation improvements will support the coordination efforts with Caltrans for Phase 2 and finalize the environmental coordination with the California Department of Fish and Wildlife for the Del Monte Extension project.

All Program funds must be encumbered by the dates outlined in Exhibit A of the Agreement.

FISCAL IMPACT:
Should the City Council approve this request, RSTP funding will be reimbursed to the City and City funds will need to be advanced prior to reimbursement.

CONCLUSION:
This request is submitted for City Council consideration and possible action.

Respectfully submitted,

_____
Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____
Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND THE TRANSPORTATION AGENCY OF MONTEREY COUNTY (TAMC) FOR THE 2020 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) ALLOCATION OF FUNDING, AND; APPROVING THE RSTP COMPETITIVE FUNDING GRANT APPLICATION FOR THE DEL MONTE BOULEVARD EXTENSION PROJECT, AND; AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Surface Transportation Program is a federal program that provides states and local jurisdictions with funding for highway improvements, street rehabilitation and transportation enhancements. TAMC receives an annual apportionment of Regional Surface Transportation Program (RSTP) funding, passed through the State. TAMC historically has distributed RSTP funding through fair-share (based on their urbanized populations) and competitive programs, establishing funding agreements for these programs on a three-year cycle, and;

WHEREAS, at the regular meeting of March 25, 2020, the Transportation Agency for Monterey County (TAMC) adopted the Regional Surface Transportation Program 2020 (RSTP) Guidelines and Policies, along with allocation of RSTP fair-share funds to the City of Marina. Per the Agreement for the allocation of funding approved by the TAMC Board of Directors (**Exhibit "A"**), Marina will receive fair-share RSTP funds of $303,807.71 for transportation projects, and;

WHEREAS, at the regular meeting of April 22, 2020, TAMC adopted the Master State & Federal Funding Agreement between TAMC and Local Agencies. In order to claim reimbursement for this funding (and other State and Federal sources that pass-through TAMC), the Master State & Fed Funding Agreement will need to be executed. This agreement replaces the previous master funding agreement, which has expired, and includes a term for another three years, and;

WHEREAS, the City will also be submitting an application for the RSTP competitive funding for the Del Monte Boulevard Extension Project. Total RSTP competitive funding available for this three-year cycle amounts to $12.2 Million, and;

WHEREAS, the City's Capital Improvement Program (CIP) includes a project for the extension of Del Monte Boulevard south to 2nd Avenue and "The Dunes" development (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Boulevard Extension, (Project No. R37), and;

WHEREAS, the project was identified in the Fort Ord Reuse Authority's (FORA) Base Reuse Plan identified this project corridor as serving key commercial and mixed-use development areas within former Fort Ord. The Plan also emphasized the role the corridor would serve as a primary circulation and access route between Central Marina and South Marina area, de-emphasizing local traffic on State Route 1, and;

WHEREAS, the City has since retained Diablo Engineering (City Council Resolution 2016-124) for design and Denise Duffy and Associates (City Council Resolution 2019-27) for environmental clearance. The project is progressing with its final design and the Initial Study to be completed by June 2020. Costs to finalize the environmental phase through the State and fully fund construction are estimated at $14 Million, and;

WHEREAS, the City's Reimbursement Agreement with FORA to fund a portion of the cost for Del Monte Boulevard Extension will expire on June 30, 2020. The Community Facilities District fee that FORA charges will have to be replaced by a City imposed CFD to provide approximately $7 million towards construction costs. City staff is seeking competitive RSTP funding of $7 million to completely fund the estimated $14 million construction costs for the Del Monte Boulevard Extension project, and;

WHEREAS, the timing of this grant is important as the Dunes Development is moving forward with planning for the opportunity phase which would include hotel, commercial, and residential development on the hill north of Imjin Parkway adjacent to Highway 1. The developer will construct the portion of the Del Monte Boulevard Extension that passes through their development and completing the extension to connect with central Marina businesses and residents is a critical economic link for our community, and;

WHEREAS, applications will be submitted by June 1, 2020 with final award of RSTP competitive funds on August 26, 2020, and;

WHEREAS, the $303,807.71 in fair-share RSTP funds available to Marina for transportation improvements will support the coordination efforts with Caltrans for Phase 2 and finalize the environmental coordination with the California Department of Fish and Wildlife for the Del Monte Extension project, and;

WHEREAS, all Program funds must be encumbered by the dates outlined in Exhibit A of the Agreement, and;

WHEREAS, should the City Council approve this request, RSTP funding will be reimbursed to the City and City funds will need to be advanced prior to reimbursement, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2020 Regional Surface Transportation Program (RSTP) allocation of funding, and;

2. Approve the RSTP competitive funding grant application for the Del Monte Boulevard Extension Project, and;

3. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;

4. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of May 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

AGREEMENT BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE CITY OF MARINA FOR THE ALLOCATION OF FUNDING APPROVED BY THE TRANSPORTATION AGENCY BOARD OF DIRECTORS

This agreement is made on _____ by and between the City of Marina, a public body, hereinafter referred to as "Recipient," and the Transportation Agency for Monterey County, hereinafter referred to as "TAMC."

WHEREAS, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, TAMC is authorized to use these exchanged funds (hereinafter referred to as "RSTP Exchange Funds") to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

    A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

    B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

    A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.

    B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

    A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.

    B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

   A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").

   B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.

   C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

   D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.

   E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

5. COST PRINCIPLES

   A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

   B. Recipient agrees to:

      (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

      (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

   Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

6. THIRD PARTY CONTRACTING

   A. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

   B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.

   C. In addition to the above, the pre-award requirements of third party contractor/ consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

   Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

   For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

13. CONSTRUCTION OF AGREEMENT

The parties 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 exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, 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.

16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

_____ _____
Debra L. Hale Date
Executive Director

Recipient:
CITY OF MARINA

_____ _____
Layne Long, City Manager Date

Approved as to Form:

_____ _____
Kathryn Reimann Date
TAMC Counsel

_____ _____
City Attorney Date
City of Marina

Transportation Agency for Monterey County

Master State and Federal Funding Agreement

Exhibit A

City of Marina

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
Marina	8/23/2017	8/23/2020	RSTP Competitive	Reservation Road Roundabouts	$ 100,000.00	$ 14,472.50	$ 85,527.50
Marina	1/22/2020	1/22/2023	RSTP Safe Streets	Cardoza Avenue Corridor Improvement Project	$ 200,000.00	$ -	$ 200,000.00
Marina	3/25/2020	3/25/2023	RSTP Fair Share	Unprogrammed balance	$ 303,807.71	$ -	$ 303,807.71
					$ 603,807.71	**$ 14,472.50**	**$ 589,335.21**

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
Marina	3/26/2014	Completed	RSTP Fair Share	Resurfacing of the reservation road and the Imjin Parkway bike lane projects	$ 261,456.00	$ 261,456.00	$ -
Marina	6/24/2015	Completed	RSTP Reserve	Imjin Parkway Repaving and Bicycle Lanes	$ 334,264.00	$ 334,264.00	$ -
Marina	6/24/2015	Completed	2017 RSTP Reserve	Imjin Parkway Repaving and Bicycle Lanes	$ 76,736.00	$ 76,736.00	$ -
Marina	8/27/2014	Completed	RSTP Competitive	Beach Road Improvements - SR 1 to Marina Drive	$ 100,000.00	$ 100,000.00	$ -
					$ 772,456.00	**$ 772,456.00**	**$ -**

Last Revised: **3/25/2020**

Approved by: _____

Debra L. Hale, Executive Director

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

May 15, 2020 Item No: **9a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 19, 2020

CITY COUNCIL CONSIDER PLANNING COMMISSION RECOMMENDATION TO OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC AND CONSIDER CEQA DETERMINATION, AS APPROPRIATE, AND ADOPT RESOLUTION NO. 2020- APPROVING AMENDMENT TO UNIVERSITY VILLAGE PHASE 2 TENTATIVE MAP (NOW THE DUNES ON MONTEREY BAY) (EIR SCH NO.2004091167)

REQUEST:
It is requested that City Council consider:

1. Adopting Resolution 2020- , Approving Amendment to University Village Phase 2 Tentative Map (now The Dunes on Monterey Bay)

BACKGROUND:
At the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project (the "EIR") (SCH No.2004091167), Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units.

At the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP).

At the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions.

At the regular meeting of December 11, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas. As part of the approved Schedule of Performance, the City is responsible for approval of the Phase 2 development Tentative Map by the end of May 2020.

Proposed Tentative Map Amendments
The approved Tentative Map detailed individual lots in the Phase 1 area of the project and large parcels within Phases 2 and 3, but the utility and grading plans depicted individual units for the whole development (**ATTACHMENT 2**).

See Phasing Plan from the Specific Plan below for clarification of the phasing for the project:



Marina Community Partners (MCP) proposes amendments to the Tentative Map for Phase 2 West and Phase 2 East ("**EXHIBIT A"** to the Resolution) within the project area covered by the approved amended 2008 Tentative Map, as follows:

1. Property Lines – The property lines shown in the amended Tentative Map have been refined to include individual lots. The original Tentative Map had large lot parcel lines with grading and utility designs for individual lots. The amended Tentative Map includes the property lines for each home in Phase 2 East and Phase 2 West.

2. Grading – The project grading has not substantially changed. The grading has been refined to be consistent the individual lots.

3. Street Sections – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan. The project does not propose amendments to the adopted Specific Plan or Marina's General Plan. The amendments proposed impact the Tentative Map only.

On May 14, 2020, the Planning Commission held a public hearing and adopted Resolution No, 2020-05 recommending City Council approval of the Tentative Map amendments (**ATTACHMENT 3**).

ANALYSIS:

Additional conditions (Public Works Nos. 33 – 38) are placed on the amended Tentative Map resolution conditions of approval regarding intersection bulb-out design, retaining walls, equestrian trail/roadway crossings, roadway improvements, parking at 7th Street for the City Park, and accommodation for the FORTAG (Fort Ord Recreation Trail and Greenway) trail at California Avenue. The total number of residential units has not changed, and all Specific Plan anticipated roads, trails, and parks are included in the amended maps.

Regarding the FORTAG trail, staff has been working closely with representatives from FORTAG on the location of the trail. These discussions will continue as the designs for California Avenue and 9th Street are finalized. A draft cross section of the possible trail location on California Avenue is included as **ATTACHMENT 4** and the trail location on 9th Street is included in the amended Tentative Maps for both Phase 2 East and West.

Therefore, the Planning Commission recommends that the City Council find that the proposed amendments are consistent with the certified EIR, adopted 2005 Tentative Map, as amended, and the Specific Plan for the project with the following findings:

1. The proposed amended map proposes no changes to the adopted Specific Plan for the project and is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.

2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.

3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.

4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.

5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.

6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.

7. The proposed amended tentative map does not contemplate or propose substantial changes in the project which would result in new significant environmental effects, substantially increase the severity of any previously identified environmental effects or result in mitigation measures that were previously found to be infeasible becoming feasible. Rather, the proposed modification concerns a change in, and construction related to, the current uses within a specific area of The Dunes, which specific area is approved for residential use.

FISCAL IMPACT:

None.

CEQA DETERMINATION

The City of Marina Planning Division determined that no additional environmental review is necessary for the approval of the tentative map and that the previously-approved Environmental Impact Report (SCH No.2004091167) certified for the University Villages Specific Plan shall serve as the environmental review of the tentative map on the basis that there is not substantial evidence that the tentative map would result in a new significant environmental effect not previously analyzed or an substantially increase the severity of any previously identified environmental effect, there has been no change in the circumstances under which the project is being undertaken and no mitigation measure that was previously found to be infeasible would not be feasible. This determination is based on the fact that the tentative map does not result in a change in the uses that were contemplated in the EIR or increase the density or intensity of uses from that analyzed in the EIR. The tentative map is a further progression of the project and implements the project as contemplated in the Specific Plan and the EIR.

PLANNING COMMISSION ACTION

Commissioner Jacobsen made a motion to approve the University Village Phase 2 Tentative Map as presented by Staff. The motion was seconded by Commissioner Amadeo. The Commission voted 7-0 to approve the motion.

Commissioner	**Vote on Item**	
David Burnett, Chair	Aye	
Kathy Biala, Vice Chair	Aye	
Nancy Amadeo	Aye	
David Bielsker	Aye	
Victor Jacobsen	Aye	
Tom Mann	Aye	
Brian McCarthy	Aye	

CONCLUSION:

This request is submitted to City Council for consideration and possible action.

Respectfully submitted,

_____
Christy Hopper
Planning Service Manager
City of Marina

REVIEWED/CONCUR:

_____
J. Fred Aegerter, AICP
Community Development Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT TO UNIVERSITY VILLAGE PHASE 2 TENTATIVE MAP (NOW THE DUNES ON MONTEREY BAY)

WHEREAS, at the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project (the "EIR") (SCH No.2004091167), Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units; and,

WHEREAS, at the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP); and,

WHEREAS, at the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions; and,

WHEREAS, at the regular meeting of December 11, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas; and,

WHEREAS, as part of the approved Schedule of Performance, the City is responsible for approval of the Phase 2 development Tentative Map by the end of May 2020; and,

WHEREAS, Marina Community Partners proposes amendments to the Tentative Map for Phase 2 West and Phase 2 East (**EXHIBIT A**) within the project area covered by the approved amended 2008 Tentative Map, as follows:

1. Property Lines – The property lines shown in the amended Tentative Map have been refined to include individual lots. The original Tentative Map had large lot parcel lines with grading and utility designs for individual lots. The amended Tentative Map includes the property lines for each home in Phase 2 East and Phase 2 West.
2. Grading – The project grading has not substantially changed. The grading has been refined to be consistent the individual lots.
3. Street Sections – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan.

WHEREAS, on May 14, 2020, the Planning Commission held a public hearing and voted 7-0 to adopt Resolution No. 2020-05 recommending City Council approval of the Tentative Map amendments; and,

WHEREAS, the amendments to the Tentative Map do not alter the project in a way that would require a Fort Ord Reuse Authority consistency determination; and,

WHEREAS, the City of Marina Planning Division determined that the changes to the project are not substantial, that the changes do not involve any new significant effects or a substantial increase in the severity of the previously identified significant effects, that the circumstances under which the project is undertaken has not changed and that no new information shows that the project will have a significant effect not discussed in the EIR, cause any significant effect examined in the EIR to be more severe or result in any mitigation measure previously found to be infeasible to be feasible such that the significant effect could be reduced to a level of insignificance based on information provided in the staff report; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did affirm the findings regarding the referenced case, and further, did find the following facts to justify recommending approval of the Amended Tentative Map, subject to conditions, as follows:

1. The proposed amended map is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.
2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.
3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.
4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.
5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.
6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.
7. The proposed amended tentative map does not contemplate or propose substantial changes in the project which would result in new significant environmental effects, substantially increase the severity of any previously identified environmental effects or result in mitigation measures that were previously found to be infeasible becoming feasible. Rather, the proposed modification concerns a change in, and construction related to, the current uses within a specific area of The Dunes, which specific area is approved for residential use.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby approve amendment to University Village Phase 2 Tentative Map.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of May 2020, by the following vote:

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

AMENDED TENTATIVE MAP
FOR
UNIVERSITY VILLAGES - PHASE 2 EAST
MARINA, CALIFORNIA

PROJECT DESCRIPTION

UNIVERSITY VILLAGES SPECIFIC PLAN IS A 337.8 ACRE RESIDENTIAL AND MIXED-USE PROJECT. PHASE 2 EAST IS A 54.3 ACRE PORTION OF THE UNIVERSITY VILLAGES PROJECT AND INCLUDES APPROXIMATELY 11.8 ACRES OF PARKS/OPEN SPACE; 26.3 ACRES OF RESIDENTIAL USES; AND 16.2 ACRES OF STREET AND LANE RIGHT-OF-WAY.

PARCEL SUMMARY

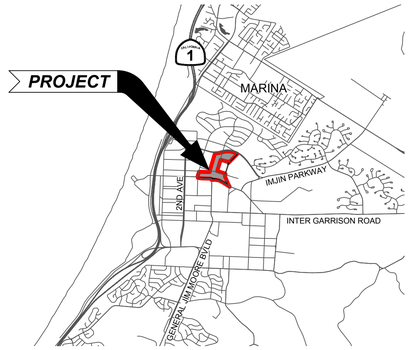
FOR SPECIFIC DENSITIES FOR EACH LAND USE TYPE AND DETAILS ON THE PHASING OF THE PROJECT (INCLUDING UNIT TYPES, NUMBERS, ETC.) REFERENCE THE SPECIFIC PLAN PREPARED BY THE DAHLIN GROUP.

SINGLE FAMILY LOT SUMMARY

TYPE	LOTS	QUANTITY
DUET (33'x60')	LOTS 333-339, 469-540	79
SMALL LOT ALLEY (45'x65')	LOTS 340-344, 365-396, 541-551	48
SMALL LOT STANDARD (45'x80')	LOTS 345-355, 356-364, 397-468	92
TOTAL SINGLE FAMILY LOTS		219

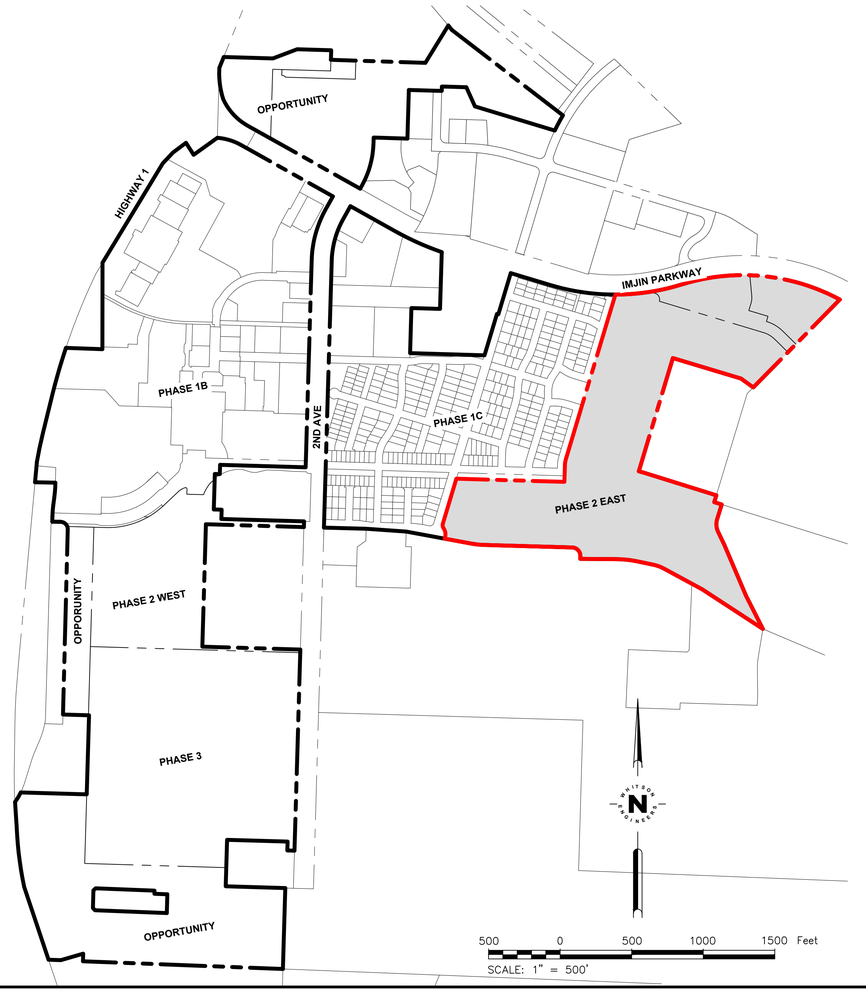
PARCEL SUMMARY

USE	PARCEL	ACREAGE
SINGLE FAMILY LOTS	LOTS 333-551	19.10
MULTIFAMILY RESIDENTIAL	PARCEL B	3.55
	PARCEL C	3.67
	SUB-TOTAL	7.22
PUBLIC PARK (PARK F)	PARCEL OS-2.2	8.79
OPEN SPACE	PARCEL A	0.46
OPEN SPACE/ACCESS	PARCEL OS-2.1	0.52
	PARCEL OS-2.3	0.25
	PARCEL OS-2.4	0.42
	PARCEL OS-2.5	0.69
	PARCEL OS-2.6	0.25
	PARCEL OS-2.7	0.09
	PARCEL OS-2.8	0.08
	PARCEL OS-2.9	0.06
	PARCEL OS-2.10	0.06
	PARCEL OS-2.11	0.06
	PARCEL OS-2.12	0.02
	SUB-TOTAL	2.50
STREET RIGHT-OF-WAY	ALL STREETS	14.73
LANE RIGHT-OF-WAY	LANE 1 - LANE 11	1.46
TOTAL TENTATIVE MAP ACREAGE		54.26
OFF-SITE RIGHT-OF-WAY	CALIFORNIA AVE	1.51



VICINITY MAP

SCALE: NOT TO SCALE



LEGEND

	PROPOSED	EXISTING
LOT NUMBER	355	225
GROUND CONTOUR		100
SUBJECT PROPERTY LINE		
UNIVERSITY VILLAGES SPECIFIC PLAN BOUNDARY		
ADJACENT PROPERTY LINE		
EASEMENT LINE		
CENTER LINE		
LOT LINE		
SPOT GRADE	+ 144.1	+ 928.30
DIRECTION/SLOPE OF FLOW	0.5%	(0.5% ±)
TREE		12" OAK
STORM DRAIN MAIN	SD	
STORM DRAIN MANHOLE		
CATCH BASIN		
DRAIN INLET		
SANITARY SEWER MAIN	8"SS	8"SS
SANITARY SEWER MANHOLE		
WATER MAIN (ZONE A)	8"W	8"W
WATER MAIN (ZONE B)	8"W	8"W
WATER MAIN TO BE REMOVED		8"W
RECYCLED WATER MAIN	8"RW	8"RW
PRESSURE REDUCING VALVE		
UTILITY CONNECTION POINT		
UNDERGROUND STORM CHAMBER		
PAD ELEVATION	P-XXX.XX	
RETENTION POND		

ABBREVIATIONS

±	PLUS OR MINUS; APPROX	LP	LOW POINT
@	AT	LT	LEFT
APPROX	APPROXIMATE	MATCH	MATCH EXISTING GRADE
BC	BEGIN CURVE	MAX	MAXIMUM
BVC	BEGIN VERTICAL CURVE	MH	MANHOLE
C&G	CURB AND GUTTER	MIN	MINIMUM
CGSW	CURB, GUTTER AND SIDEWALK	O.C.	ON CENTER
℄	CENTERLINE	OG	ORIGINAL GROUND
CO	CLEANOUT	PC	POINT OF CURVATURE
CONC	CONCRETE	P.O.C.	POINT OF CONNECTION
CONST	CONSTRUCT	PRC	POINT OF REVERSE CURVATURE
CONT	CONTINUOUS	PRV	PRESSURE REDUCING VALVE
DI	DRAIN INLET	PVI	POINT OF VERTICAL INTERSECTION
DIA	DIAMETER	R	RADIUS
DS	DOWNSPOUT	R.C.	RELATIVE COMPACTION
EC	END CURVE	R/W	RIGHT OF WAY
EG	EXISTING GRADE	RT	RIGHT
ELEV	ELEVATION	RW	RECYCLED WATER
EQ.	EQUAL	RWL	RAIN WATER LEADER
ETW	EDGE OF TRAVELED WAY	SD	STORM DRAIN
EVC	END VERTICAL CURVE	SS	SANITARY SEWER
E.W.	EACH WAY	STA	STATION
EX	EXISTING	SW	SIDEWALK
FC	FACE OF CURB	TBM	TEMPORARY BENCH MARK
FF	FINISHED FLOOR	TYP	TYPICAL
FG	FINISHED GRADE	UG	UNDERGROUND
FL	FLOWLINE	UNKN	UNKNOWN
FS	FINISHED SURFACE	VAR	VARIES
GB	GRADE BREAK	VERT.	VERTICAL
HP	HIGH POINT	W	WATER
HORIZ.	HORIZONTAL	WM	WATER METER
INV	INVERT	WV	WATER VALVE
LF	LINEAR FEET	XFMR	TRANSFORMER

GENERAL NOTES

1. OWNER/DEVELOPER/SUBDIVIDER: MARINA COMMUNITY PARTNERS, LLC
2. PLANNER: DAHLIN GROUP, 2671 CROW CANYON ROAD, SAN RAMON, CA 94583
3. CIVIL ENGINEER: WHITSON ENGINEERS, 6 HARRIS COURT, MONTEREY, CA 93940
4. GEOTECHNICAL ENGINEER: BERLOGAR STEVENS & ASSOCIATES, 5587 SUNOL BLVD, PLEASANTON, CA 94509
5. UTILITY CONSULTANT: GIACALONE DESIGN SERVICES, INC., 2625 CROW COURT, ANTIOCH, CA 94509
6. LANDSCAPE ARCHITECT: VANDERTOOLEN ASSOCIATES, 700 YGNACIO VALLEY ROAD, SUITE 275, WALNUT CREEK, CA 94596
7. ASSESSOR'S PARCEL NUMBERS: 031-251-012, 031-251-035, AND 031-251-054
8. SITE AREA: 54.26 +/- ACRES
9. GENERAL PLAN DESIGNATION: SINGLE FAMILY RESIDENTIAL, RETAIL/SERVICE, PARKS AND RECREATION
10. CURRENT LAND USE: VACANT WITH TEMPORARY USES
11. CURRENT ZONING: SPECIFIC PLAN-UNIVERSITY VILLAGE (SP-UV)
12. PROPOSED LAND USE: UNIVERSITY VILLAGE RESIDENTIAL, MULTIPLE USE, VISITOR SERVING COMMERCIAL COMMERCIAL, OFFICE RESEARCH, RETAIL/SERVICE, PARKS/OPEN SPACE, AND PUBLIC FACILITIES.
13. UTILITIES:
    - SANITARY SEWER/POTABLE WATER/ RECYCLED WATER: MARINA COAST WATER DISTRICT, 11 RESERVATION ROAD, MARINA, CA 93933
    - STORM DRAIN: SPECIAL DISTRICT
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC, 401 WORK STREET, SALINAS, CA 93901
    - TELEPHONE: AT&T, 2160 CALIFORNIA AVE STE B, SAND CITY, CA 93955
    - CABLE COMPANY: COMCAST CABLE, 2455 HENDERSON WAY, MONTEREY, CA 93940
    - FIRE: MARINA FIRE DEPARTMENT, 211 HILLCREST, MARINA, CA 93933
14. THE PROPOSED GRADING AS SHOWN IS PRELIMINARY AND IS SUBJECT TO FINAL DESIGN.
15. ALL GRADING SHALL BE DONE IS CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE DESIGN LEVEL GEOTECHNICAL INVESTIGATION REPORT FOR THE DUNES – PHASE 2, PREPARED BY BERLOGAR STEVENS & ASSOCIATES DATED MARCH 23, 2020.
16. UTILITY LOCATIONS, STREET GRADES, AND LOT DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO FINAL ENGINEERING DESIGN AND HOUSE PLOTTING.
17. FINAL MAPS MAY BE FILED IN MULTIPLE PHASES.
18. APPROVAL OF THIS TENTATIVE MAP ALLOWS FOR FURTHER SUBDIVISION INTO CONDOMINIUM UNITS AS PROVIDED IN SECTION 66424 AND 66427 OF THE SUBDIVISION MAP ACT.
19. ALL EXISTING EASEMENTS AS SHOWN ON THESE PLANS ARE TO REMAIN UNLESS OTHERWISE NOTED. NEW EASEMENTS SHALL BE DEDICATED TO THE APPROPRIATE AGENCIES. PEDESTRIAN ACCESS AND EMERGENCY ACCESS EASEMENTS WILL BE REQUIRED WITHIN PUBLIC RIGHT-OF-WAYS.
20. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL SURVEY BY WHITSON ENGINEERS FLOWN IN OCTOBER 2019. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) WITH TIES TO NATIONAL GEODETIC SURVEY CONTROL STATIONS GU3210 AND GU2130.
21. REIMBURSABLE UTILITY COSTS TO BE ADDRESSED AS PART OF THE UNIVERSITY DEVELOPMENT AGREEMENT.
22. FINAL ENGINEERING DESIGN MAY REQUIRE CHANGES TO THE LOCATION OF INFRASTRUCTURE AND DRAINAGE FACILITIES.
23. ALL SIZES, AREAS, VOLUMES, LENGTHS AND DISTANCES CONTAINED HEREIN ARE ONLY APPROXIMATE AND ARE NOT INTENDED, NOR SHOULD THEY BE ACCEPTED AS EXACT MEASUREMENTS

SHEET INDEX

SHEET	DESCRIPTION
C-1	TITLE SHEET
C-2	STREET SECTIONS
C-3	DETAILS
C-4	BOUNDARY MAP EXHIBIT
L-1	LOTS & PARCEL
GR-1	GRADING & DRAINAGE
U-1	WATER & RECYCLED WATER PLAN
U-2	SANITARY SEWER PLAN

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	CITY PLANCHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST
MARINA, CALIFORNIA

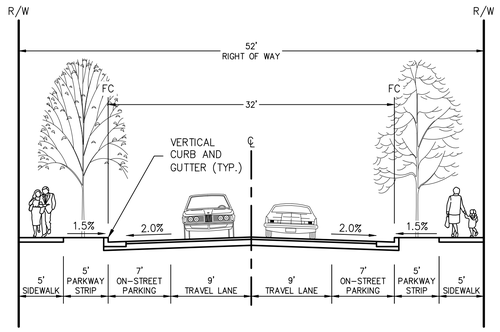
TITLE SHEET

SCALE:	NOTED
DRAWN:	RAA
JOB No.:	3140.09

SHEET C-1 OF 8

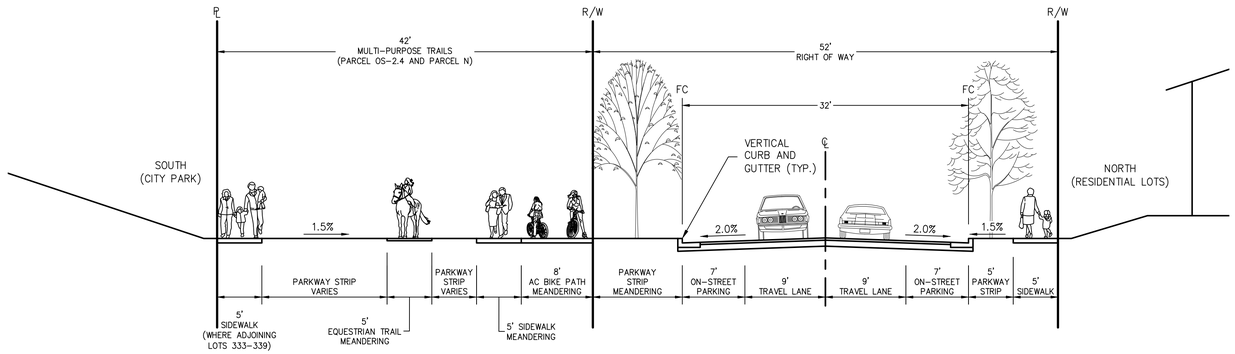
T:\Monterey Projects\3140\CAD\PLANSET\MV\PHASE 2E\3140-TM-P2E-C-1.dwg rosecrider May 01, 2020 - 3:44pm

0 1 2 INCHES 3



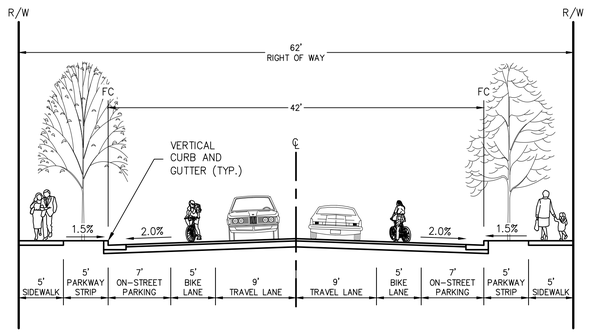
NEIGHBORHOOD STREET

SKYVIEW DRIVE, STREET A, STREET B, STREET C, STREET D, STREET E, STREET F, STREET G, TELEGRAPH BOULEVARD, AND WHARF TERRACE
NOT TO SCALE



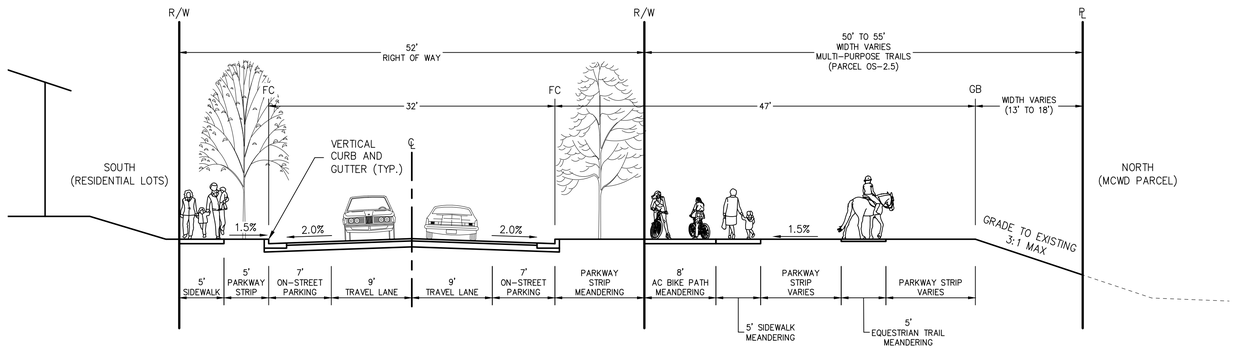
9TH STREET

(3RD AVENUE TO 4TH AVENUE)
NOT TO SCALE



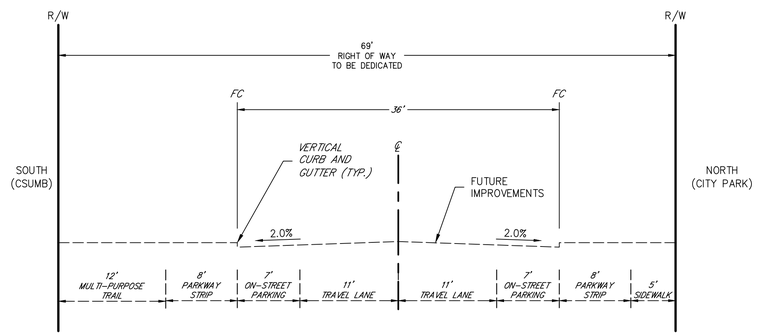
NEIGHBORHOOD STREET WITH BIKE LANES

4TH AVENUE
NOT TO SCALE



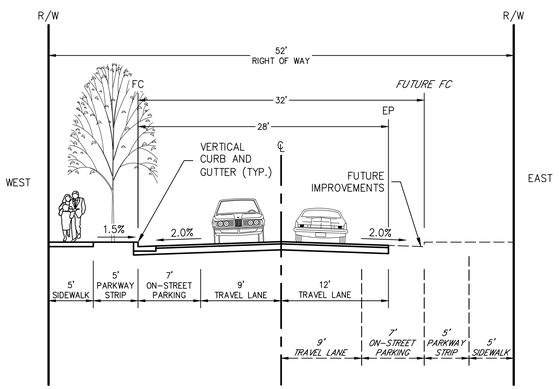
9TH STREET

(4TH AVENUE TO CALIFORNIA AVENUE)
NOT TO SCALE



8TH STREET

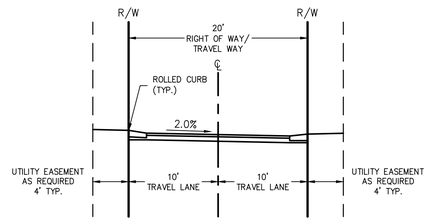
NOT TO SCALE



CALIFORNIA AVENUE

NOT TO SCALE

NOTE: PHASE 2 EAST IMPROVEMENTS TO BE CONSTRUCTED ALONG PROJECT FRONTAGE ONLY CALIFORNIA AVE ALONG MCWD PARCEL L35.1 TO BE A FUTURE IMPROVEMENT.



TYPICAL LANE SECTION

LANE 1, LANE 2, LANE 3, LANE 4, LANE 5, LANE 6, LANE 7, LANE 8, LANE 9, LANE 10, LANE 11
NOT TO SCALE

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER ★ ANDREW P. HUNTER No. 67730 ★ CIVIL ★ STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST
MARINA, CALIFORNIA

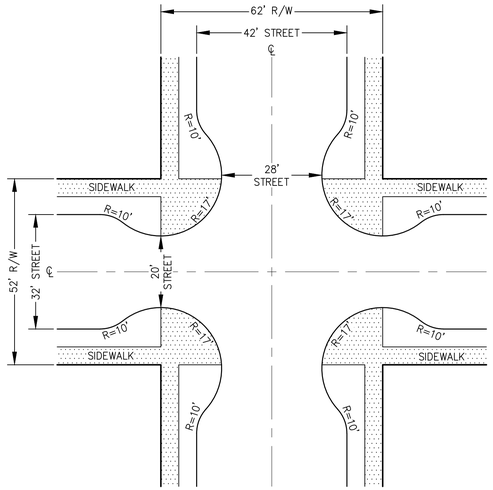
STREET SECTIONS

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
C-2
OF 8

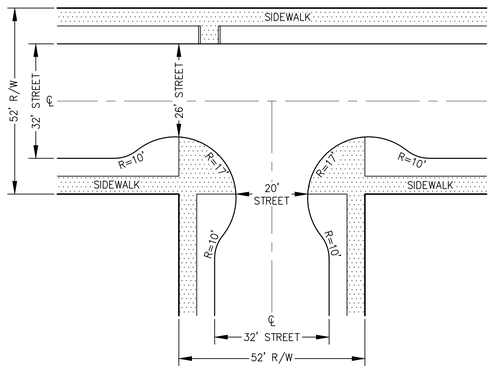
T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2E\3140-TM-P2E-C_2.dwg on May 01, 2020 - 4:05pm

0 1 2 INCHES 3



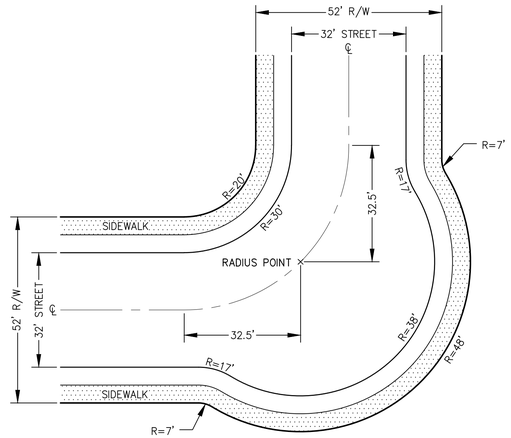
TYPICAL 4-WAY INTERSECTION DETAIL

NOT TO SCALE



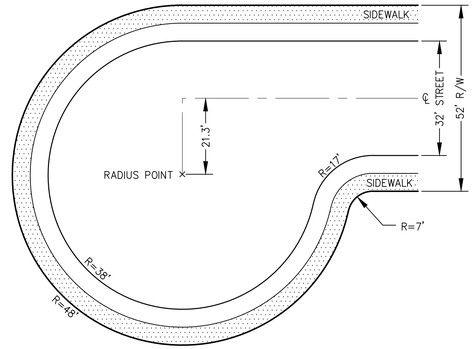
TYPICAL T-INTERSECTION DETAIL

NOT TO SCALE



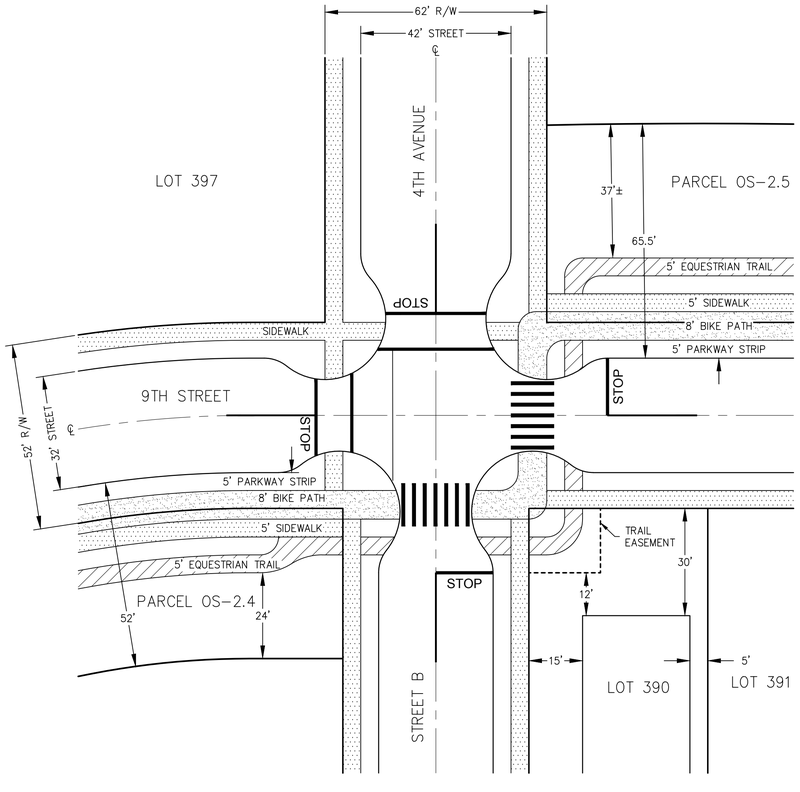
TYPICAL KNUCKLE DETAIL

NOT TO SCALE



TYPICAL CUL-DE-SAC DETAIL

NOT TO SCALE

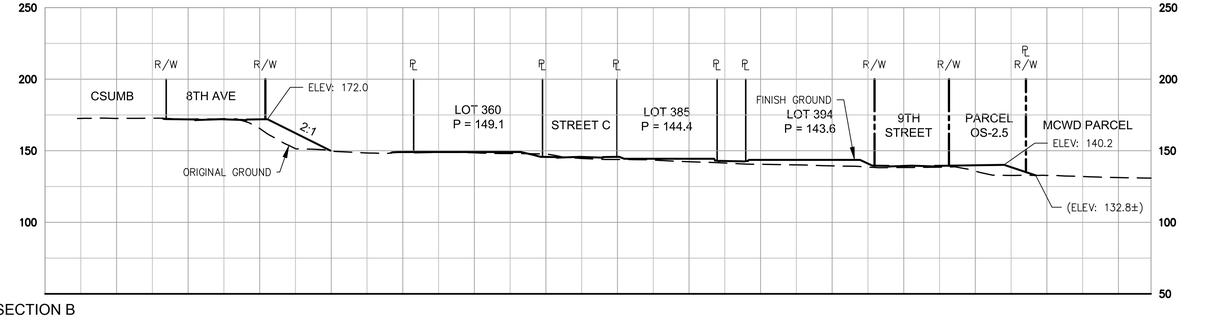


9TH STREET AND 4TH AVENUE INTERSECTION DETAIL

NOT TO SCALE

A SECTION A

SCALE: 1" = 50'



B SECTION B

SCALE: 1" = 50'

Civil Engineering
Land Surveying
Whitson ENGINEERS
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION			
1	03/17/2020	APH	CITY SUBMITTAL
2	05/01/2020	APH	PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST
MARINA, CALIFORNIA

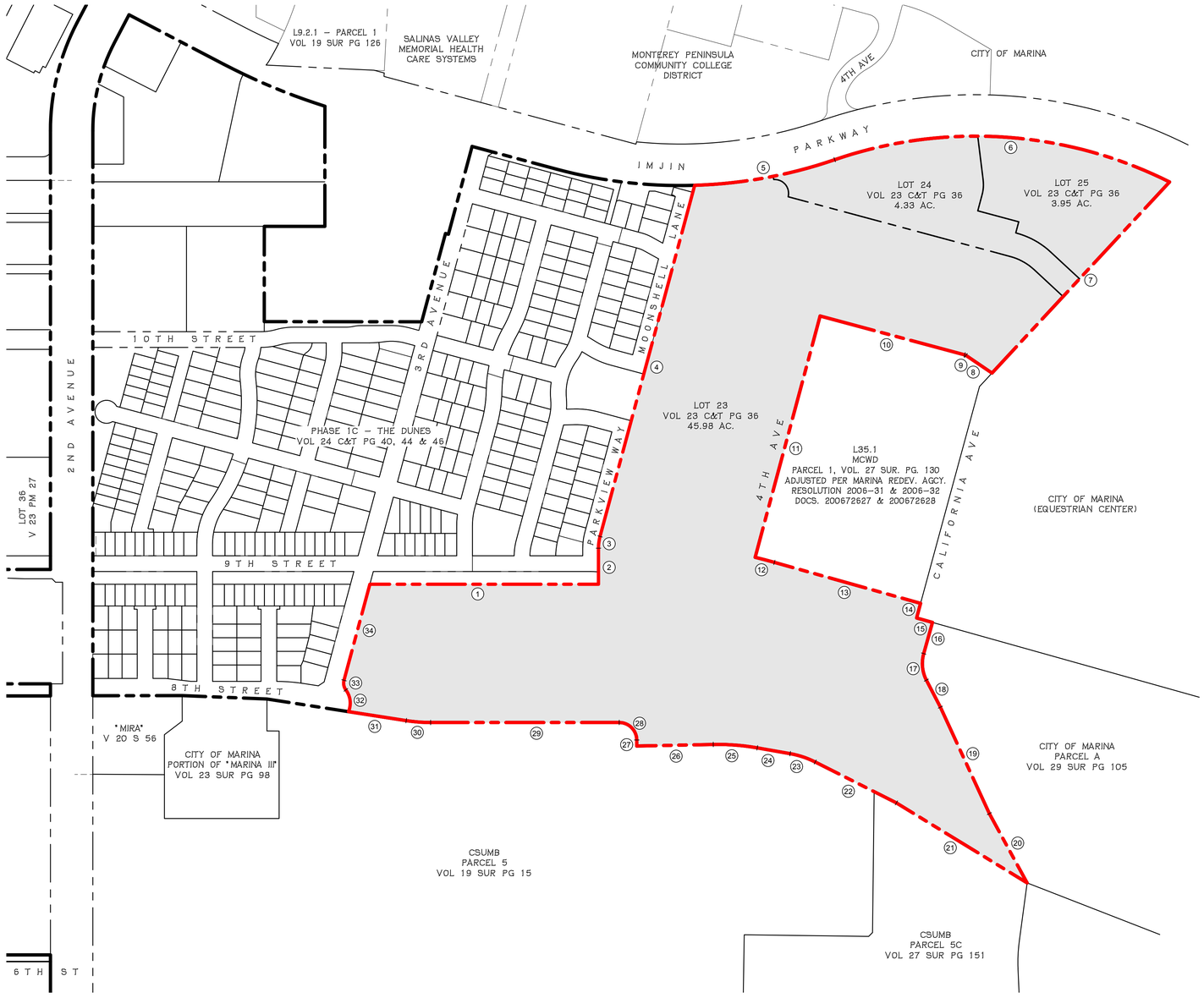
DETAILS

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET C-3 OF 8

T:\Monterey Projects\3140\CAD\PLANSET\MP\PHASE 2E\3140-TM-P2E-C-3.dwg rdevander May 01, 2020 - 2:06pm

0 1 2 INCHES 3



LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1	N88°20'00"W		755.15
2	S01°40'00"W		119.16
3	15°04'33"	150.00	39.47
4	S16°44'33"W		1201.97
5	17°13'32"	1570.00	472.01
6	45°35'37"	1430.00	1137.93
7	S44°32'33"W		861.95
8	N54°06'44"W		103.53
9	19°09'35"	15.00	5.02
10	N73°16'19"W		494.33
11	S16°43'41"W		826.28
12	1°50'07"	2050.00	65.66
13	S72°39'23"E		501.89
14	S16°51'19"W		50.00
15	S72°39'23"E		54.15
16	S17°18'43"W		106.94
17	43°05'11"	120.00	90.24
18	S25°43'07"E		100.62
19	S23°01'05"E		387.29
20	S26°54'48"E		260.87
21	N56°49'36"W		506.33
22	N61°35'00"W		300.28
23	16°45'00"	300.00	87.70
24	N78°20'00"W		110.24
25	11°10'00"	750.00	146.17
26	N89°30'00"W		252.67
27	N01°40'00"E		19.79
28	90°00'00"	58.00	91.11
29	N88°20'00"W		622.91
30	8°50'00"	525.00	80.94
31	N79°30'00"W		192.89
32	59°34'18"	73.00	75.90
33	51°49'00"	37.00	33.46
34	S16°44'33"W		328.60

LEGEND

- TENTATIVE MAP BOUNDARY
- SPECIFIC PLAN BOUNDARY
- (20) COURSE #

200 0 200 400

SCALE: 1" = 200'

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831-649-3225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST

BOUNDARY MAP EXHIBIT

MARINA, CALIFORNIA

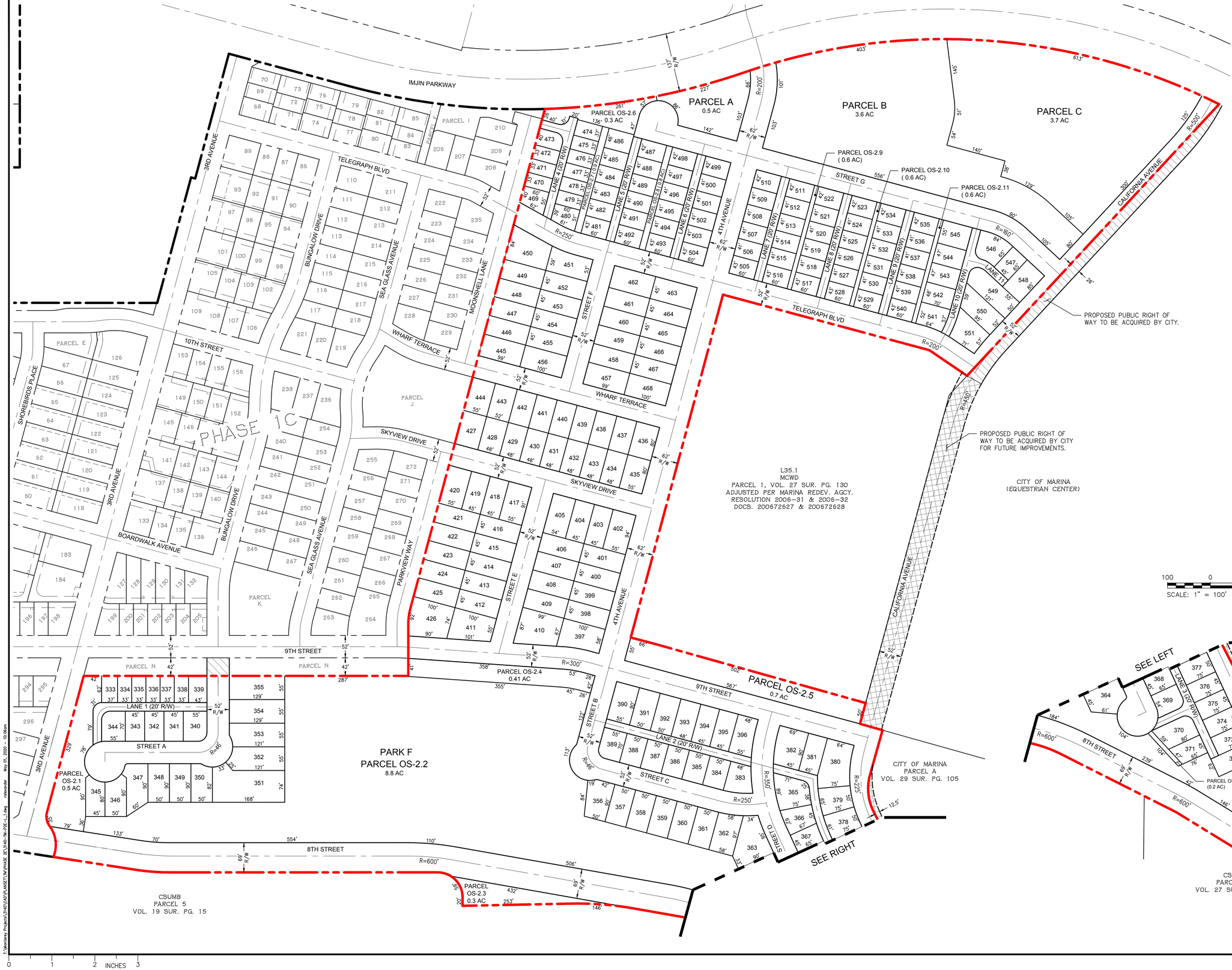
SCALE:	1" = 200'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
C-4
OF 8

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2E\3140-TM-P2E-C_4.dwg rralexander May 01, 2020 - 9:19am

0 1 2 INCHES 3

EXHIBIT A



T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2E\3140-TM-P2E-L1.dwg rolexander May 01, 2020 - 10:06am

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST

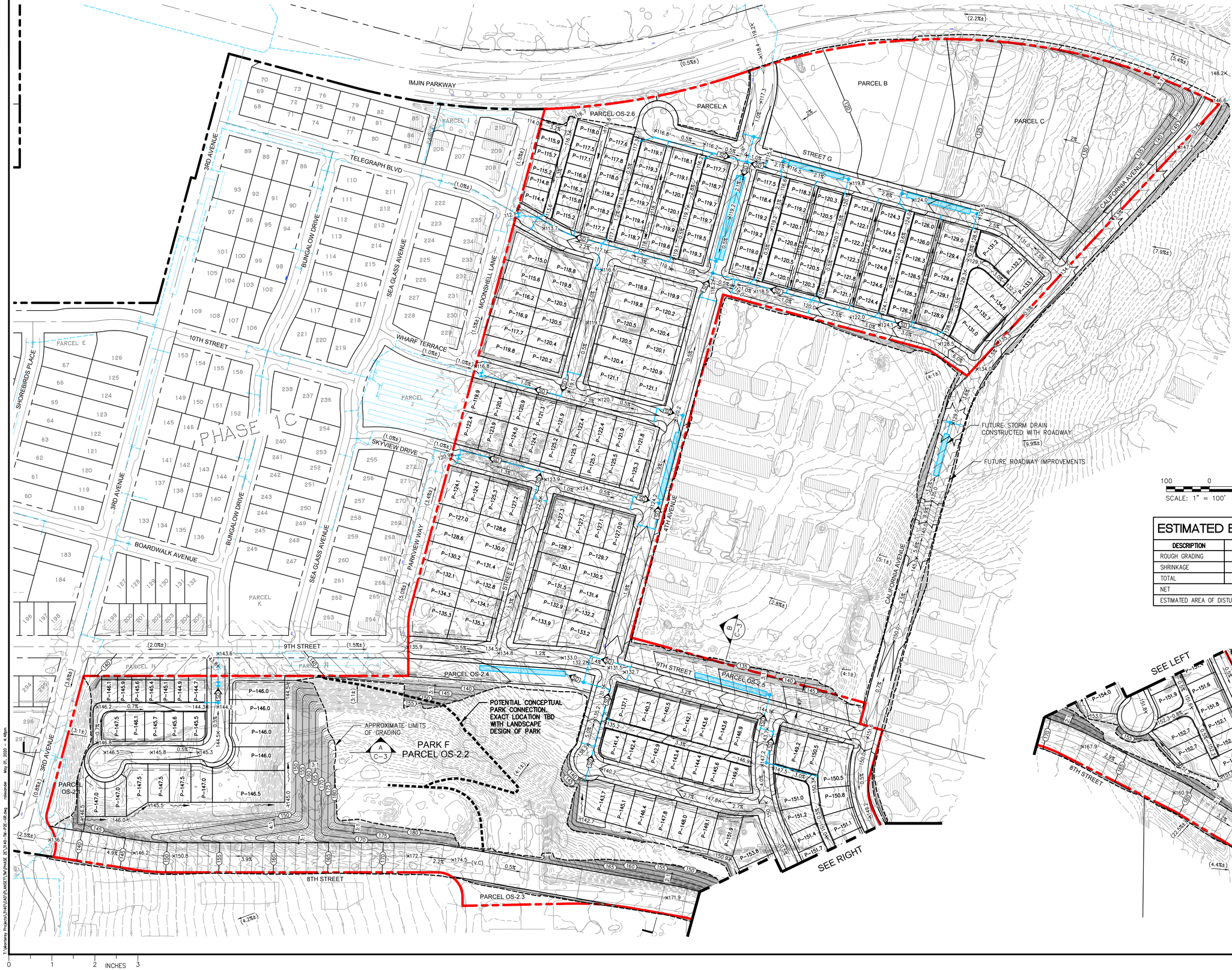
LOTS & PARCEL

MARINA, CALIFORNIA

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
L-1
OF 8

EXHIBIT A



ESTIMATED EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING	147,800	136,300
SHRINKAGE	-	11,500
TOTAL	147,800	147,800
NET	BALANCED	
ESTIMATED AREA OF DISTURBANCE		55.1 AC

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITAL / REVISION

1	03/17/2020	CITY SUBMITTAL	
	APH		
2	05/01/2020	PLAN CHECK RESUBMITAL	
	APH		

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST

GRADING & DRAINAGE

MARINA, CALIFORNIA

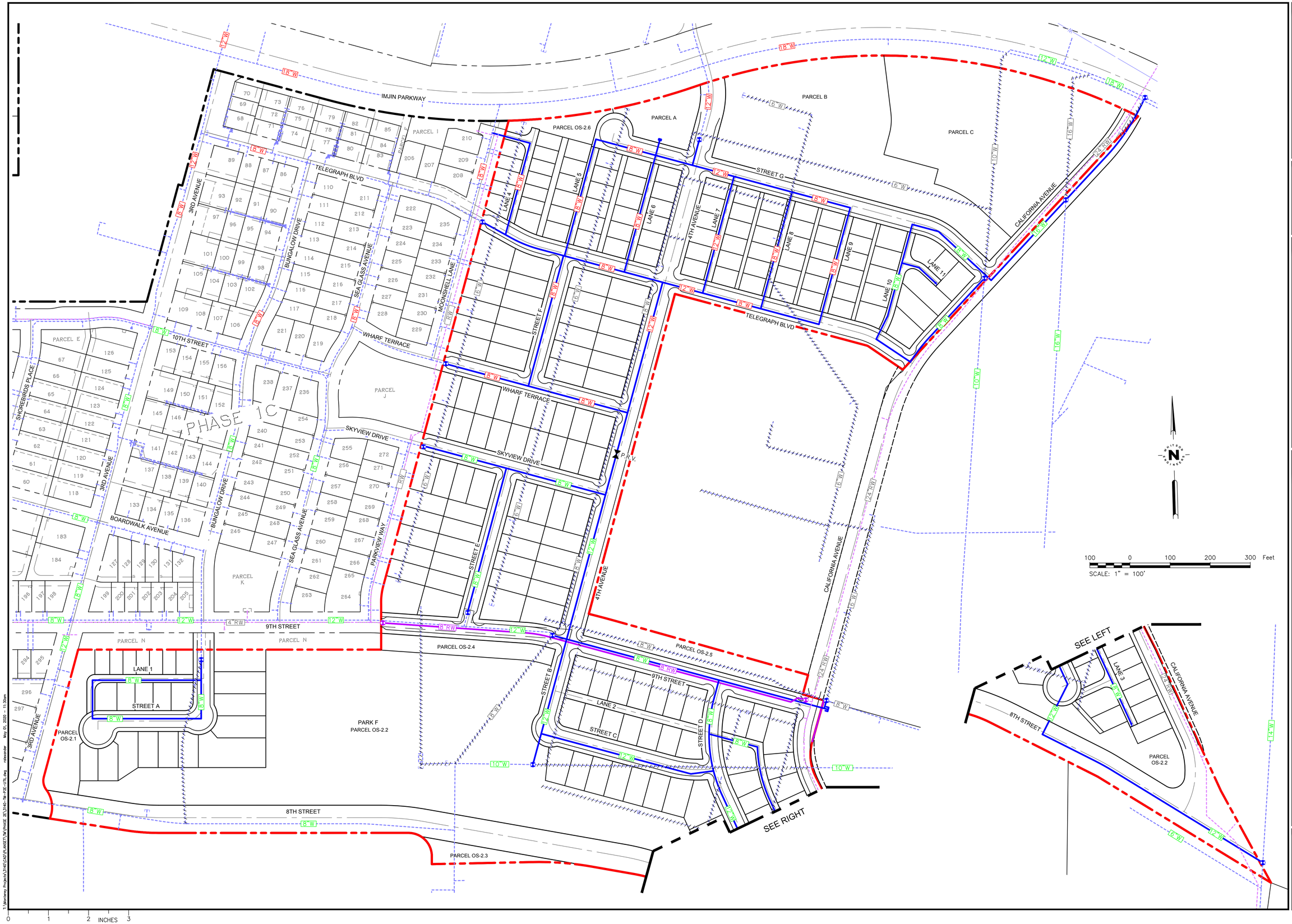
SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
GR-1
OF 8

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE_2E\3140-TM-P2E-GR.dwg May 01, 2020 - 4:48pm rolexander

0 1 2 INCHES 3

EXHIBIT A



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST

WATER & RECYCLED WATER PLAN

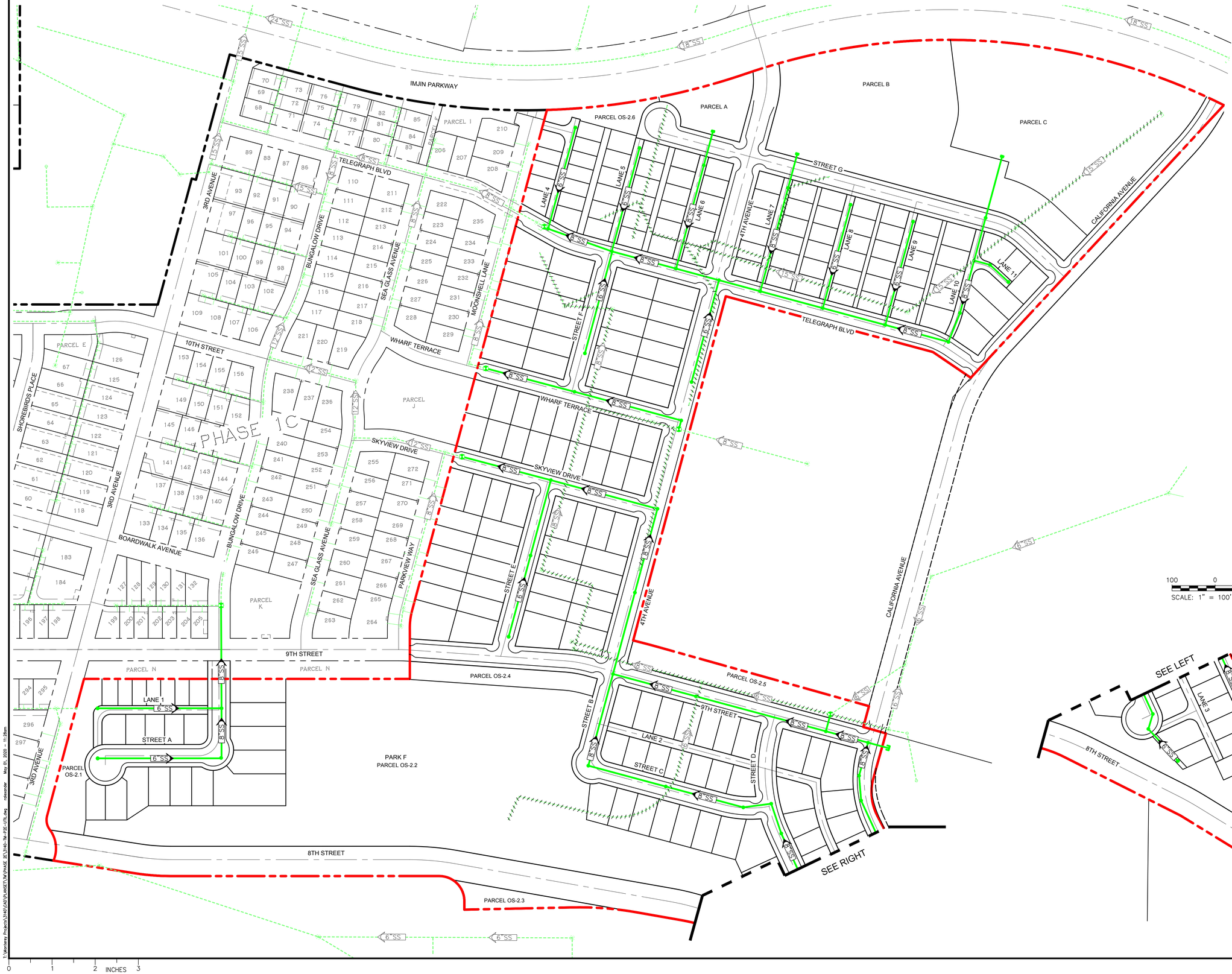
MARINA, CALIFORNIA

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
U-1
OF 8

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2E\3140-TM-P2E-UTIL.dwg rdewander May 01, 2020 - 11:30am

EXHIBIT A



Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 EAST

MARINA, CALIFORNIA

SANITARY SEWER PLAN

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
U-2
OF 8

T:\Monterey Projects\3140\CAD\PLANSET\MAP\PHASE 2E\3140-TM-P2E-UTIL.dwg May 01, 2020 - 11:28am ralexander

AMENDED TENTATIVE MAP
FOR
UNIVERSITY VILLAGES - PHASE 2 WEST
MARINA, CALIFORNIA

PROJECT DESCRIPTION

UNIVERSITY VILLAGES SPECIFIC PLAN IS A 337.8 ACRE RESIDENTIAL AND MIXED-USE PROJECT. PHASE 2 WEST IS A 18.5 ACRE PORTION OF THE UNIVERSITY VILLAGES PROJECT AND INCLUDES APPROXIMATELY 1.7 ACRES OF PARKS/OPEN SPACE; 7.2 ACRES OF RESIDENTIAL USES; AND 9.6 ACRES OF STREET AND LANE RIGHT-OF-WAY.

PARCEL SUMMARY

FOR SPECIFIC DENSITIES FOR EACH LAND USE TYPE AND DETAILS ON THE PHASING OF THE PROJECT (INCLUDING UNIT TYPES, NUMBERS, ETC.) REFERENCE THE SPECIFIC PLAN PREPARED BY THE DAHLIN GROUP.

SHEET INDEX

SHEET	DESCRIPTION
C-1	TITLE SHEET
C-2	DETAILS & SECTIONS
C-3	BOUNDARY MAP EXHIBIT
L-1	LOTS & PARCELS
GR-1	GRADING & DRAINAGE
U-1	WATER & RECYCLED WATER PLAN
U-2	SANITARY SEWER PLAN

PARCEL SUMMARY

USE	PARCEL	ACREAGE
SINGLE FAMILY LOTS	LOTS 552-639	7.25
CITY PARK	PARCEL OS-2.14	1.04
OPEN SPACE	PARCEL OS-2.12	0.12
	PARCEL OS-2.13	0.50
	SUB-TOTAL	0.62
STREET RIGHT-OF-WAY	ALL STREETS	8.96
LANE RIGHT-OF-WAY	LANE 1 - LANE 3	0.63
TOTAL TENTATIVE MAP ACREAGE		18.50
OFF-SITE RIGHT-OF-WAY	6TH & 7TH AVE	1.89

SINGLE FAMILY LOT SUMMARY

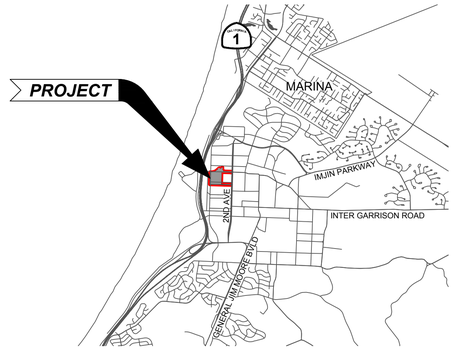
TYPE	LOTS	QUANTITY
DUET (33'x60')	LOTS 552-584	33
SMALL LOT ALLEY (45'x65')	LOTS 585-609	25
SMALL LOT STANDARD (45'x80')	LOTS 610-639	30
TOTAL SINGLE FAMILY LOTS		88

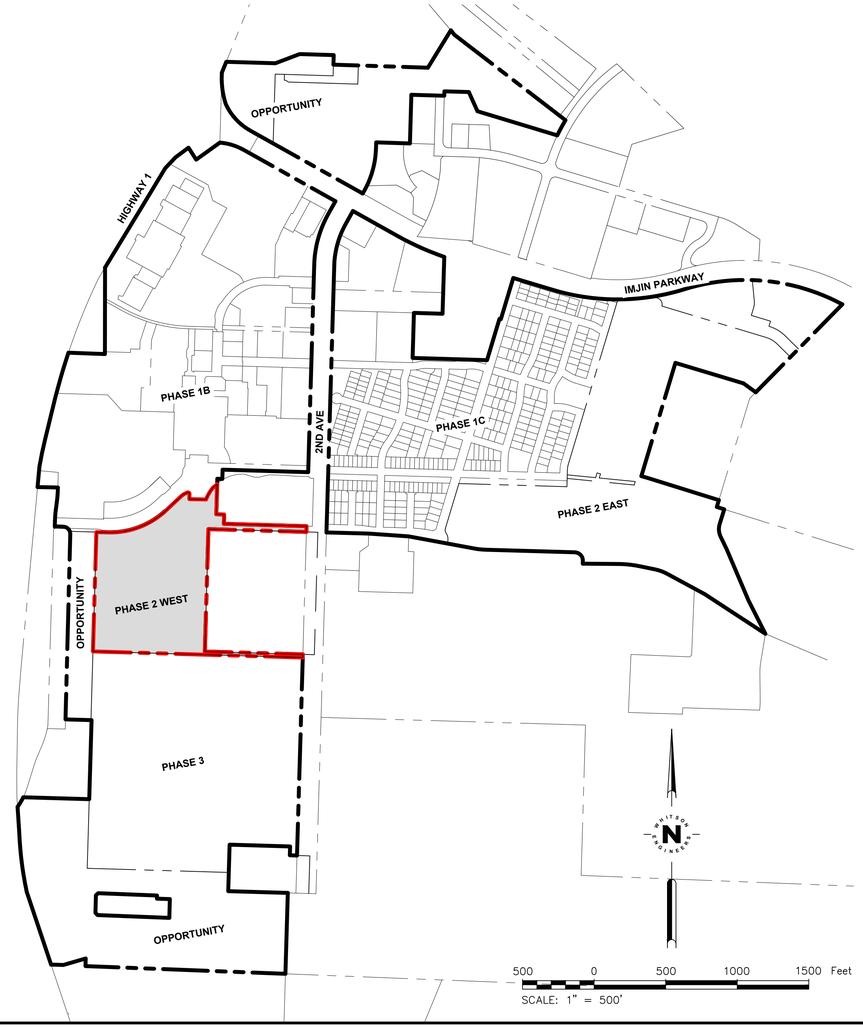
LEGEND

	PROPOSED	EXISTING
LOT NUMBER	355	225
GROUND CONTOUR		100
SUBJECT PROPERTY LINE		
UNIVERSITY VILLAGES SPECIFIC PLAN BOUNDARY		
ADJACENT PROPERTY LINE		
EASEMENT LINE		
CENTER LINE		
LOT LINE		
SPOT GRADE	+ 144.1	+ 928.30
DIRECTION/SLOPE OF FLOW	0.5%	(0.5% ±)
TREE		12" OAK
STORM DRAIN MAIN	SD	
STORM DRAIN MANHOLE		
CATCH BASIN		
DRAIN INLET		
SANITARY SEWER MAIN	8"SS	8"SS
SANITARY SEWER MANHOLE		
WATER MAIN (ZONE A)	8"W	8"W
WATER MAIN (ZONE B)	8"W	8"W
WATER MAIN TO BE REMOVED		8"W
RECYCLED WATER MAIN	8"RW	8"RW
PRESSURE REDUCING VALVE		
UTILITY CONNECTION POINT		
UNDERGROUND STORM CHAMBER		
PAD ELEVATION	P-XXX.XX	
RETENTION POND		

ABBREVIATIONS

±	PLUS OR MINUS; APPROX	LP	LOW POINT
@	AT	LT	LEFT
APPROX	APPROXIMATE	MATCH	MATCH EXISTING GRADE
BC	BEGIN CURVE	MAX	MAXIMUM
BVC	BEGIN VERTICAL CURVE	MH	MANHOLE
C&G	CURB AND GUTTER	MIN	MINIMUM
CGSW	CURB, GUTTER AND SIDEWALK	O.C.	ON CENTER
℄	CENTERLINE	OG	ORIGINAL GROUND
CO	CLEANOUT	PC	POINT OF CURVATURE
CONC	CONCRETE	P.O.C.	POINT OF CONNECTION
CONST	CONSTRUCT	PRC	POINT OF REVERSE CURVATURE
CONT	CONTINUOUS	PVI	POINT OF VERTICAL INTERSECTION
DI	DRAIN INLET	R	RADIUS
DIA	DIAMETER	R.C.	RELATIVE COMPACTION
DS	DOWNSPOUT	RT	RIGHT
EC	END CURVE	RW	RECYCLED WATER
EG	EXISTING GRADE	RWL	RAIN WATER LEADER
ELEV	ELEVATION	SD	STORM DRAIN
EQ.	EQUAL	SS	SANITARY SEWER
ETW	EDGE OF TRAVELED WAY	STA	STATION
EVC	END VERTICAL CURVE	SW	SIDEWALK
E.W.	EACH WAY	TBM	TEMPORARY BENCH MARK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB	UG	UNDERGROUND
FF	FINISHED FLOOR	UNKN	UNKNOWN
FG	FINISHED GRADE	VAR	VARIES
FL	FLOWLINE	VERT.	VERTICAL
FS	FINISHED SURFACE	W	WATER
GB	GRADE BREAK	WM	WATER METER
HP	HIGH POINT	WV	WATER VALVE
HORIZ.	HORIZONTAL	XFMR	TRANSFORMER
INV	INVERT		
LF	LINEAR FEET		





GENERAL NOTES

1. OWNER/DEVELOPER/SUBDIVIDER: MARINA COMMUNITY PARTNERS, LLC
2. PLANNER: DAHLIN GROUP, 2671 CROW CANYON ROAD, SAN RAMON, CA 94583
3. CIVIL ENGINEER: WHITSON ENGINEERS, 6 HARRIS COURT, MONTEREY, CA 93940
4. GEOTECHNICAL ENGINEER: BERLOGAR STEVENS & ASSOCIATES, 5587 SUNOL BLVD, PLEASANTON, CA 94509
5. UTILITY CONSULTANT: GIACALONE DESIGN SERVICES, INC., 2625 CROW COURT, ANTIOCH, CA 94509
6. LANDSCAPE ARCHITECT: VANDERTOOLEN ASSOCIATES, 700 YGNACIO VALLEY ROAD, SUITE 275, WALNUT CREEK, CA 94596
7. ASSESSOR'S PARCEL NUMBERS: 031-282-015 AND 031-221-015 (PORTION)
8. SITE AREA: 18.50 +/- ACRES
9. GENERAL PLAN DESIGNATION: SINGLE FAMILY RESIDENTIAL, RETAIL/SERVICE, PARKS AND RECREATION
10. CURRENT LAND USE: VACANT
11. CURRENT ZONING: SPECIFIC PLAN-UNIVERSITY VILLAGE (SP-UV)
12. PROPOSED LAND USE: UNIVERSITY VILLAGE RESIDENTIAL, MULTIPLE USE, VISITOR SERVING COMMERCIAL COMMERCIAL, OFFICE RESEARCH, RETAIL/SERVICE, PARKS/OPEN SPACE, AND PUBLIC FACILITIES.
13. UTILITIES:
    - SANITARY SEWER/POTABLE WATER/ RECYCLED WATER: MARINA COAST WATER DISTRICT, 11 RESERVATION ROAD, MARINA, CA 93933
    - STORM DRAIN: SPECIAL DISTRICT
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC, 401 WORK STREET, SALINAS, CA 93901
    - TELEPHONE: AT&T, 2160 CALIFORNIA AVE STE B, SAND CITY, CA 93955
    - CABLE COMPANY: COMCAST CABLE, 2455 HENDERSON WAY, MONTEREY, CA 93940
    - FIRE: MARINA FIRE DEPARTMENT, 211 HILLCREST, MARINA, CA 93933
14. THE PROPOSED GRADING AS SHOWN IS PRELIMINARY AND IS SUBJECT TO FINAL DESIGN.
15. ALL GRADING SHALL BE DONE IS CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE DESIGN LEVEL GEOTECHNICAL INVESTIGATION REPORT FOR THE DUNES – PHASE 2, PREPARED BY BERLOGAR STEVENS & ASSOCIATES DATED MARCH 23, 2020.
16. UTILITY LOCATIONS, STREET GRADES, AND LOT DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO FINAL ENGINEERING DESIGN AND HOUSE PLOTTING.
17. FINAL MAPS MAY BE FILED IN MULTIPLE PHASES.
18. APPROVAL OF THIS TENTATIVE MAP ALLOWS FOR FURTHER SUBDIVISION INTO CONDOMINIUM UNITS AS PROVIDED IN SECTION 66424 AND 66427 OF THE SUBDIVISION MAP ACT.
19. ALL EXISTING EASEMENTS AS SHOWN ON THESE PLANS ARE TO REMAIN UNLESS OTHERWISE NOTED. NEW EASEMENTS SHALL BE DEDICATED TO THE APPROPRIATE AGENCIES. PEDESTRIAN ACCESS AND EMERGENCY ACCESS EASEMENTS WILL BE REQUIRED WITHIN PUBLIC RIGHT-OF-WAYS.
20. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL SURVEY BY WHITSON ENGINEERS, FLOWN IN OCTOBER 2019. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) WITH TIES TO NATIONAL GEODETIC SURVEY CONTROL STATIONS GU3210 AND GU2130.
21. REIMBURSABLE UTILITY COSTS TO BE ADDRESSED AS PART OF THE UNIVERSITY DEVELOPMENT AGREEMENT.
22. FINAL ENGINEERING DESIGN MAY REQUIRE CHANGES TO THE LOCATION OF INFRASTRUCTURE AND DRAINAGE FACILITIES.
23. ALL SIZES, AREAS, VOLUMES, LENGTHS AND DISTANCES CONTAINED HEREIN ARE ONLY APPROXIMATE AND ARE NOT INTENDED, NOR SHOULD THEY BE ACCEPTED AS EXACT MEASUREMENTS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER ★ ANDREW P. HUNTER ★ No. 67730 ★ CIVIL ★ STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	CITY PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST
MARINA, CALIFORNIA

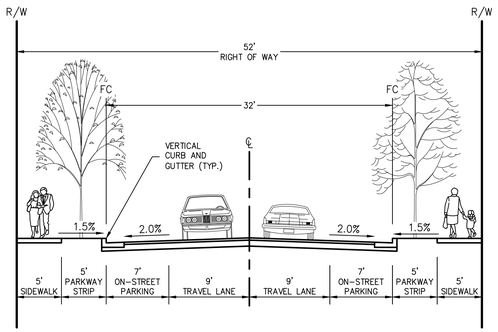
TITLE SHEET

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET C-1 OF 7

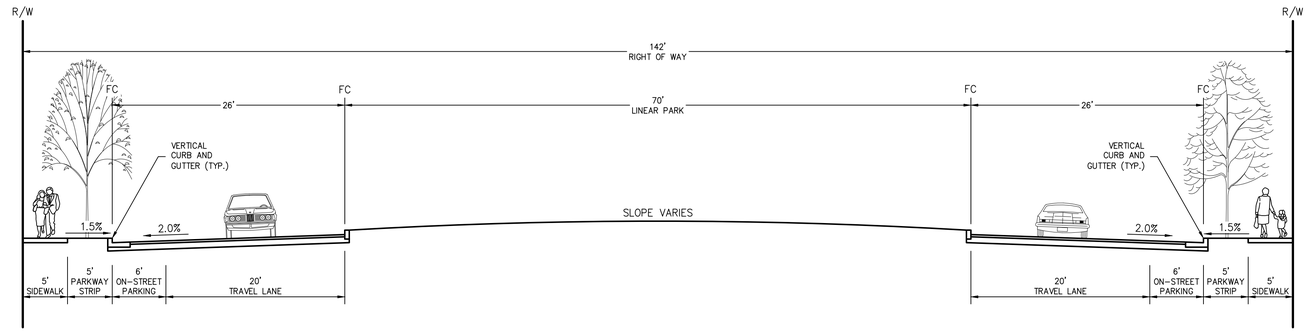
I:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2W\3140-TM-P2W_C-1.dwg rstevenson May 01, 2020 - 2:20pm

0 1 2 INCHES 3



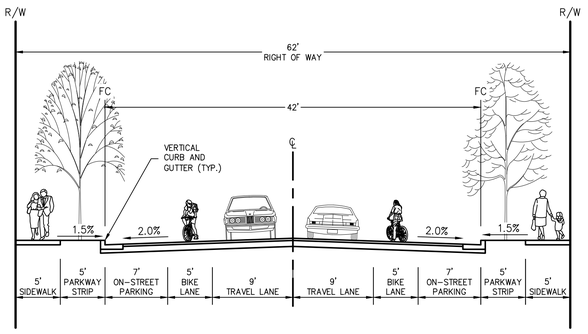
NEIGHBORHOOD STREET

STREET A, STREET B, AND STREET C
NOT TO SCALE



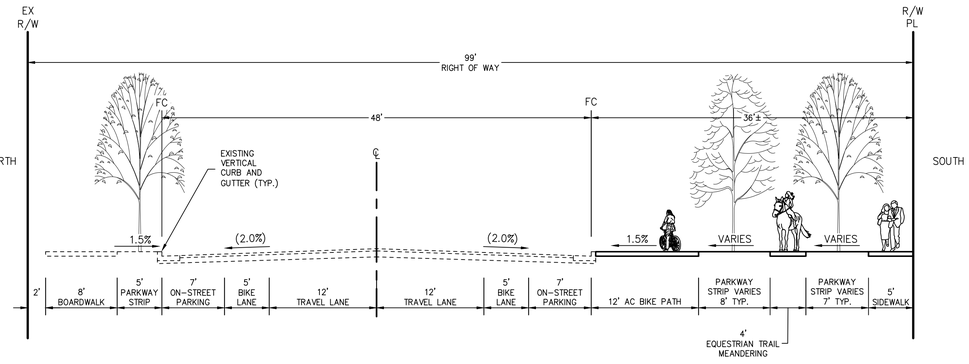
ONE-WAY LINEAR PARK

STREET D/STREET E AND 6TH STREET/7TH STREET
NOT TO SCALE



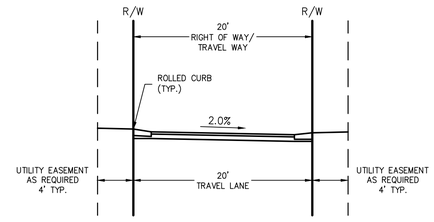
NEIGHBORHOOD STREET WITH BIKE LANES

1ST AVENUE
NOT TO SCALE



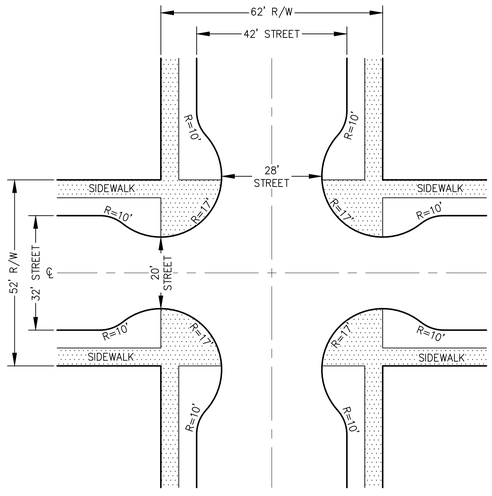
9TH STREET

NOT TO SCALE



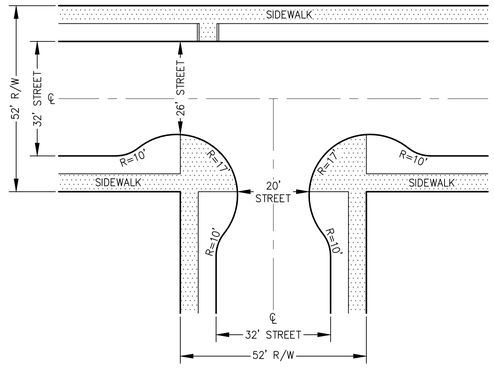
TYPICAL LANE SECTION

LANE 1, LANE 2, AND LANE 3
NOT TO SCALE



TYPICAL 4-WAY INTERSECTION DETAIL

NOT TO SCALE



TYPICAL T-INTERSECTION DETAIL

NOT TO SCALE

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson
ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST
MARINA, CALIFORNIA

DETAILS & SECTIONS

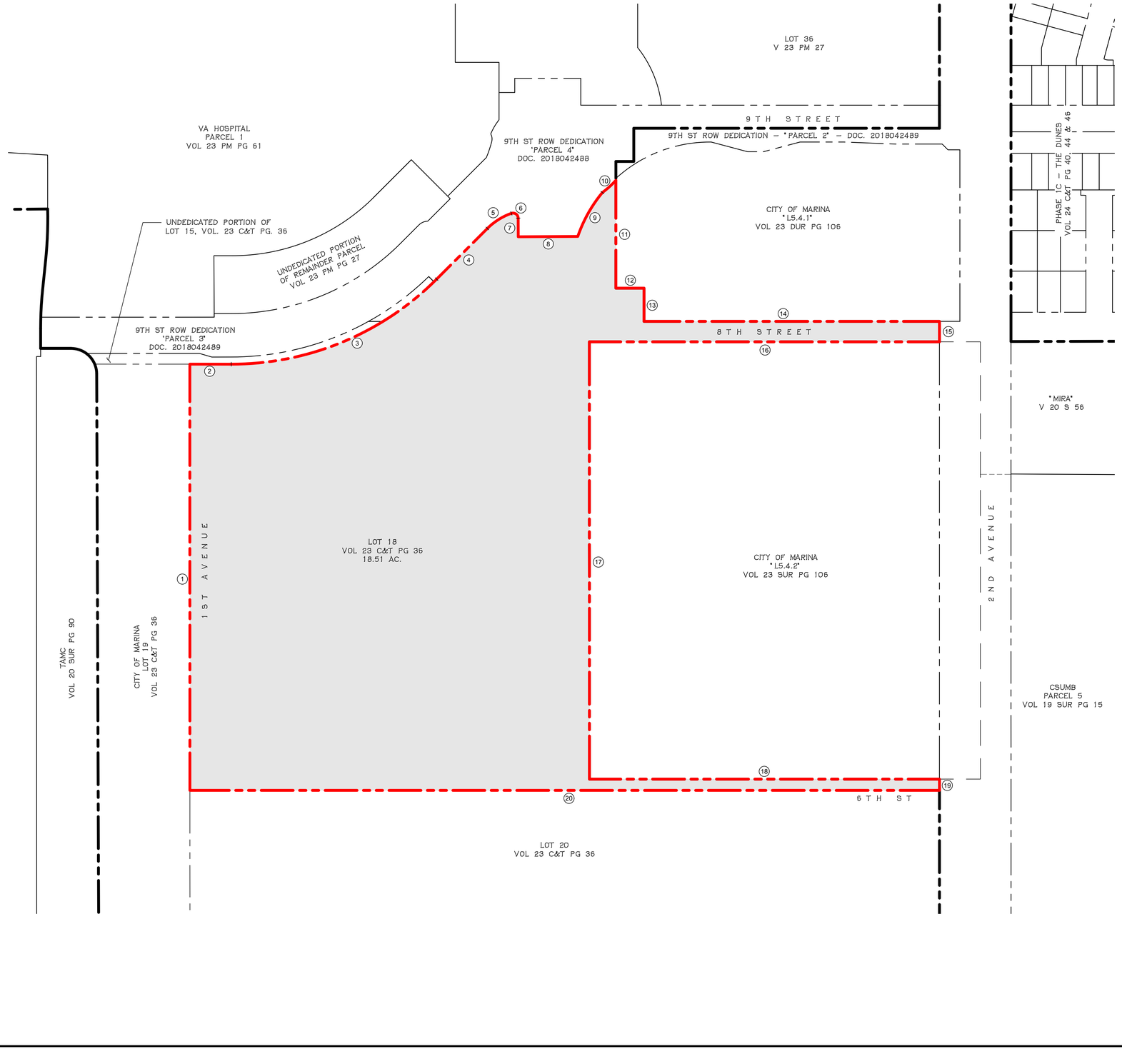
SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
C-2
OF 7

T:\Monterey Projects\3140\CAD\EXHIBITS\MAP\PHASE 2W\3140-TM-P2W_C-2.dwg andre May 01, 2020 - 4:18pm

0 1 2 INCHES 3

EXHIBIT A



LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1	S01°39'37"W		834.35
2	N88°18'35"W		81.05
3	45°01'25"	568.00	446.34
4	S46°40'00"W		140.43
5	25°36'18"	125.00	55.86
6	109°04'38"	10.00	19.04
7	N01°20'56"E		36.44
8	N88°39'04"W		116.52
9	20°47'18"	273.00	99.05
10	11°21'58"	180.00	35.71
11	N01°40'00"E		211.10
12	N88°20'00"W		55.00
13	N01°40'00"E		65.00
14	N88°20'00"W		578.03
15	N01°40'00"E		40.00
16	S88°20'00"E		684.96
17	N01°40'00"E		856.00
18	N88°20'00"W		684.96
19	N01°40'00"E		22.08
20	S88°20'00"E		1466.65

LEGEND

TENTATIVE MAP BOUNDARY

SPECIFIC PLAN BOUNDARY

(20) COURSE #

100 0 100 200
SCALE: 1" = 100'

0 1 2 INCHES 3

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2W\3140-TM-P2W_C-3.dwg rdalexander May 01, 2020 - 2:05pm

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831-649-5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020	CITY SUBMITTAL
2	05/01/2020	PLAN CHECK RESUBMITTAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST

BOUNDARY MAP EXHIBIT

MARINA, CALIFORNIA

SCALE:	1" = 200'
DRAWN:	RAA
JOB No.:	3140.09
SHEET	C-3
	OF 7

EXHIBIT A

PHASE 1B

PHASE 1C

UNDEDICATED PORTION OF REMAINDER PARCEL VOL. 23 PAR. PG. 27

LOT 36 VOL. 23 PAR. PG. 27

VA HOSPITAL PARCEL 1 VOL. 23 PAR. PG. 61

9TH ST. ROW DEDICATION "PARCEL 2" DOC. 2018042489

9TH ST. ROW DEDICATION "PARCEL 4" DOC. 2018042488

PARCEL OS-2.12 0.1 AC

CITY PARK "L5.4.1" VOL. 23 SUR. PG. 106

UNDEDICATED PORTION OF REMAINDER PARCEL VOL. 23 PAR. PG. 27

9TH STREET

9TH ST. ROW DEDICATION "PARCEL 3" DOC. 2018042489

(8TH STREET) PARCEL OS-2.14 1.0 AC

8TH STREET

"MIRA" VOL. 20 SUR. PG. 56

CITY OF MARINA (PORTION OF "MARINA III", VOL. 23 SUR. PG. 98)

2ND AVENUE

BOARDWALK AVENUE

SHOREBIRDS PLACE

CANVAS WAY

LIGHTHOUSE LANE

PARCEL B

PARCEL C

PARCEL G

PARCEL H

BLUEWATER COURT

LIGHTHOUSE LANE

SANDY CAY LANE

3RD AVENUE

LANE 1 (20' R/W)

LANE 2 (20' R/W)

LANE 3 (20' R/W)

A STREET

B STREET

C STREET

D STREET

E STREET

1ST AVENUE

PARCEL OS-2.13 495' 65'-140'

TAMC VOL. 20 SUR PG. 90

CITY OF MARINA LOT 19 23 C&T PG 36

62' R/W

52' R/W

142' R/W

140'

20'

CITY PARK "L5.4.2" VOL. 23 SUR. PG. 106

PROPOSED PUBLIC RIGHT OF WAY WITHIN CITY PROPERTY

7TH STREET

6TH STREET

CSUMB PARCEL 5 VOL. 19 SUR. PG. 15

LOT 20 23 C&T PG 36

FUTURE PHASE 3

0 1 2 INCHES 3

100 0 100 200 300 Feet

SCALE: 1" = 100'

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2W\3140-TM-P2W_L-1.dwg rdelvender Apr 30, 2020 - 2:50pm

Civil Engineering
Land Surveying
Whitson ENGINEERS
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

REGISTERED PROFESSIONAL ENGINEER ANDREW P. HUNTER No. 67730 CIVIL STATE OF CALIFORNIA

SUBMITAL / REVISION					
1	CITY SUBMITTAL	03/17/2020	APH	05/01/2020	APH
2	PLAN CHECK RESUBMITAL				

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST

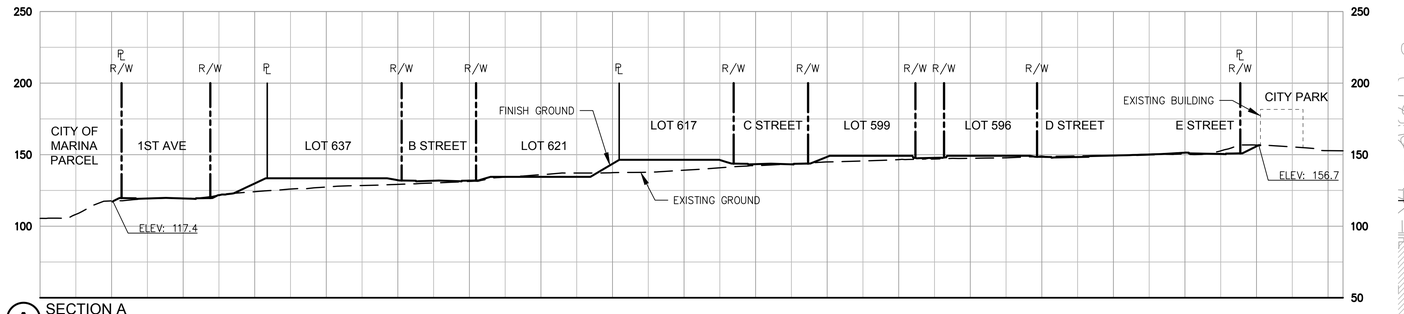
LOTS & PARCELS

MARINA, CALIFORNIA

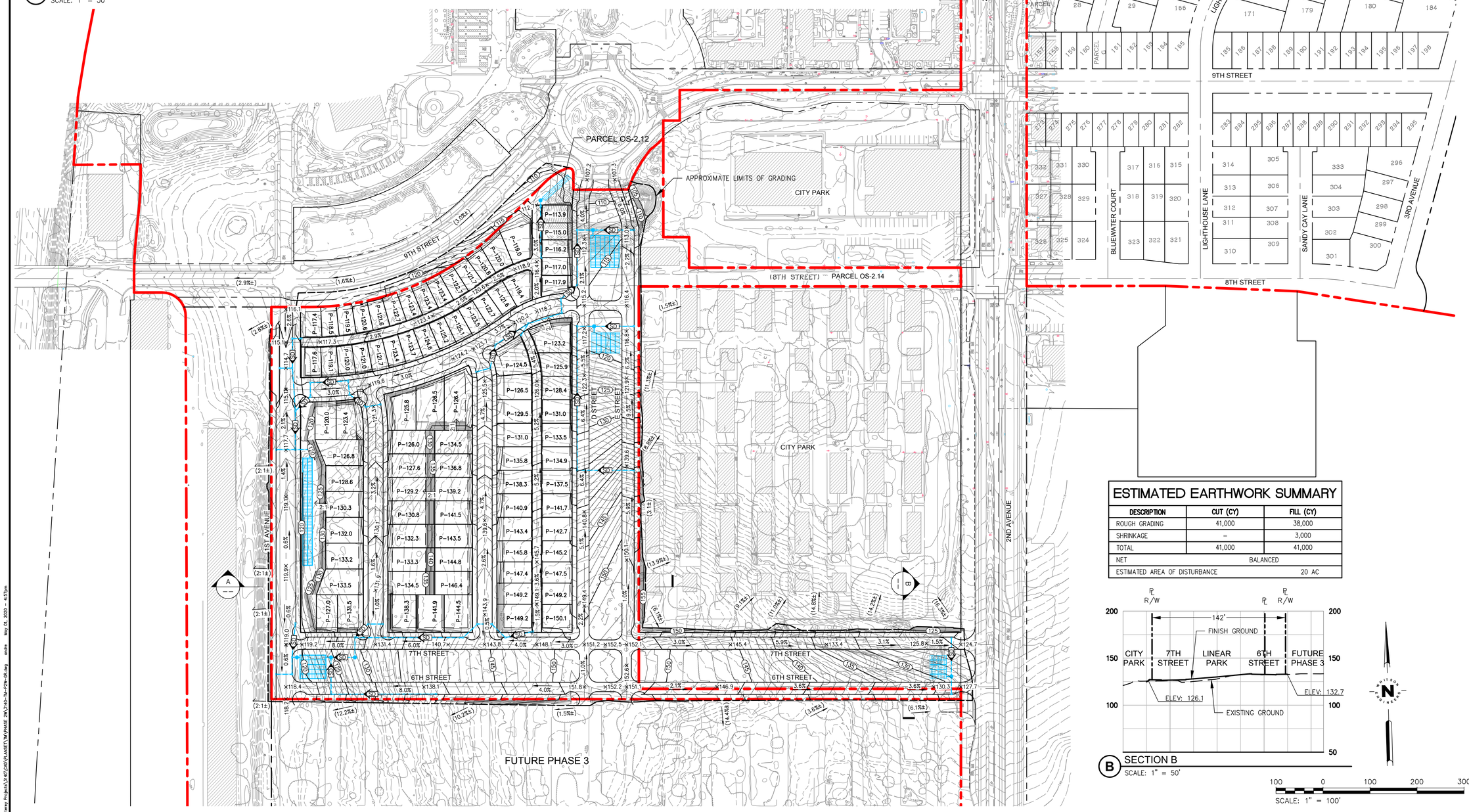
SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET L-1 OF 7

EXHIBIT A



A SECTION A
SCALE: 1" = 50'



ESTIMATED EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING	41,000	38,000
SHRINKAGE	–	3,000
TOTAL	41,000	41,000
NET	BALANCED	
ESTIMATED AREA OF DISTURBANCE	20 AC	

B SECTION B
SCALE: 1" = 50'

SCALE: 1" = 100'

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL
2	05/01/2020 APH	PLAN CHECK RESUBMITAL

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST
MARINA, CALIFORNIA

GRADING & DRAINAGE

SCALE: 1" = 100'
DRAWN: RAA
JOB No.: 3140.09

SHEET
GR-1
OF 7

T:\Monterey Projects\3140\CAD\PLANSET\MAPHASE 2W\3140-Tm-P2W-08.dwg andre May 01, 2020 - 4:57pm

0 1 2 INCHES 3

EXHIBIT A

PHASE 1B

PHASE 1C

GAS MAIN RELOCATION

CITY PARK

PARCEL OS-2.14

FUTURE PHASE 3

2ND AVENUE

1ST AVENUE

3RD AVENUE

8TH STREET

9TH STREET

7TH STREET

6TH STREET

A STREET

B STREET

C STREET

D STREET

E STREET

LANE 1

LANE 2

LANE 3

BOARDWALK AVENUE

SHOREBIRDS PLACE

CANVAS WAY

LIGHTHOUSE LANE

BLUEWATER COURT

SANDY CAY LANE

PARCEL B

PARCEL C

PARCEL G

PARCEL H

8"W

12"W

6"W

4"RW

2"W

16"G

10"G

G

0 1 2 INCHES 3

100 0 100 200 300 Feet

SCALE: 1" = 100'

T:\Monterey Projects\3140\CAD\PLANSET\TM\PHASE 2W\3140-TM-P2W-UTIL.dwg rolexander Apr 30, 2020 - 2:57pm

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL	
2	05/01/2020 APH	PLAN CHECK RESUBMITAL	

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST

WATER & RECYCLED WATER PLAN

MARINA, CALIFORNIA

SCALE:	1" = 100'
DRAWN:	RAA
JOB No.:	3140.09

SHEET
U-1
OF 7

EXHIBIT A

PHASE 1B

PHASE 1C

CITY PARK

FUTURE PHASE 3

PARCEL 0S-2.14 (8TH STREET)

9TH STREET

8TH STREET

7TH STREET

6TH STREET

1ST AVENUE

2ND AVENUE

3RD AVENUE

A STREET

B STREET

C STREET

D STREET

E STREET

LANE 1

LANE 2

LANE 3

BOARDWALK AVENUE

SHOREBIRDS PLACE

CANVAS WAY

LIGHTHOUSE LANE

BLUEWATER COURT

SANDY CAY LANE

PARCEL B

PARCEL C

PARCEL G

PARCEL H

15"SS

8"SS

6"SS

4"SS

24"SS

30"SS

42"SS

60"SS

100 0 100 200 300 Feet

SCALE: 1" = 100'

0 1 2 INCHES 3

Civil Engineering
Land Surveying
Whitson ENGINEERS
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

REGISTERED PROFESSIONAL ENGINEER
ANDREW P. HUNTER
No. 67730
CIVIL
STATE OF CALIFORNIA

SUBMITTAL / REVISION

1	03/17/2020 APH	CITY SUBMITTAL	
2	05/01/2020 APH	PLAN CHECK RESUBMITAL	

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 2 WEST

MARINA, CALIFORNIA

SANITARY SEWER PLAN

SCALE: 1" = 100'
DRAWN: RAA
JOB No.: 3140.09

SHEET
U-2
OF 7

T:\Monterey Projects\3140\CAD\PLANSET\MAP\PHASE 2W\3140-TM-P2W-UTIL.dwg rolexander Apr 30, 2020 - 2:59pm

AMENDED TENTATIVE MAP
for
UNIVERSITY VILLAGES
MARINA, CALIFORNIA

ATTACHMENT 2
EXHIBIT B

PARCEL SUMMARY

FOR SPECIFIC DENSITIES FOR EACH LAND USE TYPE AND DETAILS ON THE PHASING OF THE PROJECT (INCLUDING UNIT TYPES, NUMBERS, ETC.) REFERENCE THE SPECIFIC PLAN PREPARED BY THE DAHLIN GROUP.

USE	PARCEL	ACREAGE
Village Homes	1 - 98	9.9
(9 DU/AC)	103 - 243	12.6
	247-285	40.6
	320 - 379	6.8
	301	17.9
	303	48.9
	310	4.3
	OS10 - OS13	0.6
	OS17 - OS20	0.8
	L-1 - L-13	9.8
	L-15 - L-16	2.3
	Sub-total	154.5
Multiple Use	C4 - C21	19.6
(3.0 FAR)	C36 - C38	5.1
	99 - 102	2.7
	244 - 246	0.9
	286 - 287	10.7
	296 - 300	10.7
	302	2.0
	311-319	2.0
	356-357	2.6
	OS7 - OS8	0.4
	L-14	0.7
	Sub-total	57.4
Office Research	289 - 295, 380-382	16.0
(0.25 Min. to 0.60 Max. FAR)	304 - 308	28.4
	Sub-total	44.4
Retail/Service	C1-C3	5.5
(0.25 Min to 0.55 Max FAR)	C24-C35	31.5
	C39	4.0
	309, 383	2.4
	OS-6	2.9
	CA	1.2
	VP	1.7
	T-2 - T-5	1.5
	B1 - B2, T-1	2.3
	Sub-total	53.0
Parks/Open Space	288	1.2
	OS1-OS5	1.8
	OS9	1.0
	OS14-OS16	9.9
	Sub-total	13.9
Public Facilities	PF1-PF8	2.5
	Sub-total	2.5
Backbone Public Roads	8th Street	1.0
	9th Street	2.4
	10th Street	1.7
	3rd Avenue	2.5
	2nd Avenue	2.8
	Sub-total	10.4
Total Tentative Map Acreage		336.0

*AS DATA BECOMES MORE PRECISE, ACREAGE VALUES MAY BE RECALCULATED.

SHEET INDEX

SHEET	DESCRIPTION
C-1	TITLE SHEET
C-2	DETAILS AND SECTIONS
C-3	BOUNDARY MAP EXHIBIT
L-1	PHASE 2 LOTS AND PARCELS
L-2	PHASE 1 LOTS AND PARCELS
L-3	PHASE 1 LOTS AND PARCELS
L-4	PHASE 3 LOTS AND PARCELS
L-5	PHASE 2 LOTS AND PARCELS
GR-1	PHASE 2 GRADING & DRAINAGE
GR-2	PHASE 1 GRADING & DRAINAGE
GR-3	PHASE 1 GRADING & DRAINAGE
GR-4	PHASE 3 GRADING & DRAINAGE
GR-5	PHASE 2 GRADING & DRAINAGE
U-1	PHASE 2 WATER/RECYCLED WATER PLAN
U-2	PHASE 1 WATER/RECYCLED WATER PLAN
U-3	PHASE 1 WATER/RECYCLED WATER PLAN
U-4	PHASE 3 WATER/RECYCLED WATER PLAN
U-5	PHASE 2 WATER/RECYCLED WATER PLAN
U-6	PHASE 2 SANITARY SEWER PLAN
U-7	PHASE 1 SANITARY SEWER PLAN
U-8	PHASE 1 SANITARY SEWER PLAN
U-9	PHASE 3 SANITARY SEWER PLAN
U-10	PHASE 2 SANITARY SEWER PLAN
G-1	EXISTING PG&E GAS
E-1	EXISTING PG&E ELECTRIC
E-2	EXISTING PHONE & CATV
DR-1	EXISTING REGIONAL DRAINAGE EXHIBIT

PROJECT DESCRIPTION

UNIVERSITY VILLAGES IS A 337.8 ACRE RESIDENTIAL AND MIXED-USE PROJECT AND INCLUDES 13.6 ACRES OF PARKS/OPEN SPACE; 156.5 ACRES OF RESIDENTIAL USES; 55.2 ACRES OF MULTIPLE USE; 45.5 ACRES OF OFFICE RESEARCH; 51.8 ACRES OF RETAIL/SERVICE; 4.4 ACRES OF PUBLIC FACILITIES; AND 10.8 ACRES OF BACKBONE PUBLIC ROADS.

ALL EXISTING UTILITIES WILL BE REMOVED, EXCEPT AS SHOWN, AS A PART OF THE DEMOLITION PLANS AS APPROVED BY THE CITY OF MARINA.

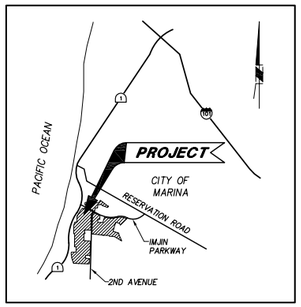
LEGEND

ABBREVIATIONS

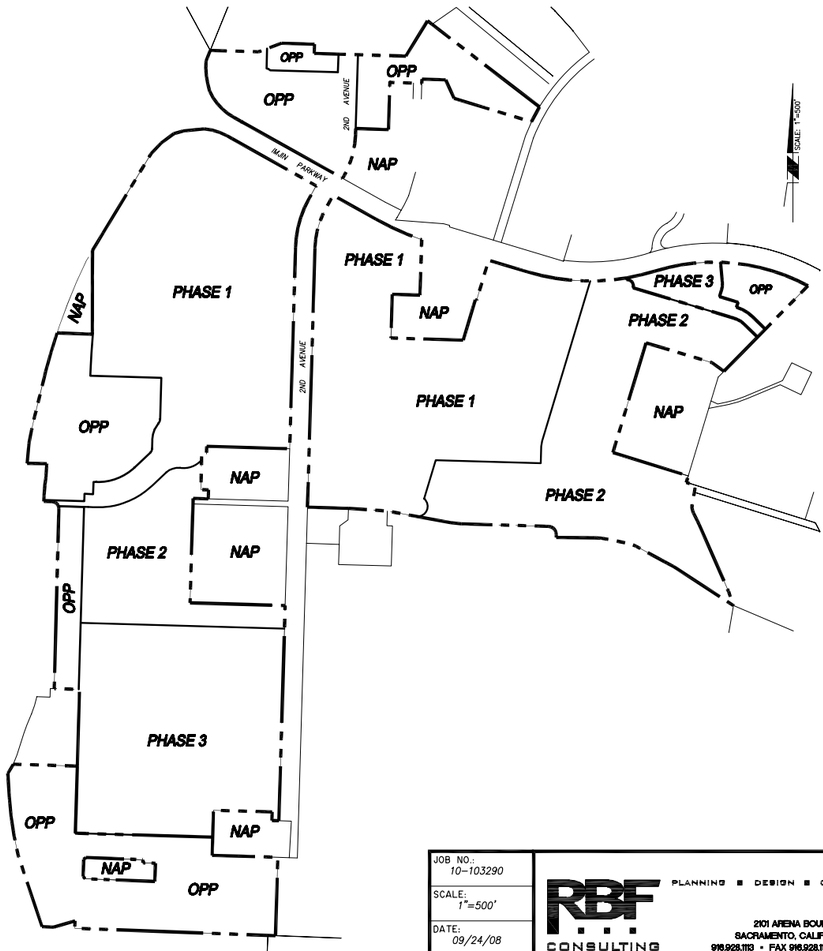
AC	ACRE(S)
ACOE	ARMY CORP OF ENGINEERS
AUE	PUBLIC ACCESS AND UTILITY EASEMENT
CL	CENTERLINE
DW	DOMESTIC WATER LINE
EX	EXISTING
FG	FINISHED GRADE
G	GAS
JT	JOINT TRENCH
LF	LINEAR FEET
LT	LEFT
NAP	NOT A PART OF THIS PROJECT
N.T.S.	NOT TO SCALE
MAX.	MAXIMUM
MCWD	MARINA COAST WATER DISTRICT
MIRA	MONTEREY INSTITUTE FOR RESEARCH AND ASTRONOMY
MIN.	MINIMUM
MISC	MISCELLANOUS
OPP	OPPORTUNITY LOTS
P	PAD
PKG	PARKING
PR	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
R	RIGHT
RW	RECYCLED WATER
R/W	RIGHT OF WAY
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
S.F.	SQUARE FEET
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
TAMC	TRANSPORTATION AGENCY OF MONTEREY COUNTY
TYP.	TYPICAL
VAR	VARIES

SYMBOLS

STREET CENTERLINE
PROJECT BOUNDARY
PHASE BOUNDARY
EXISTING EASEMENTS — — — — — OR — — — — —
ACCESS / UTILITY EASEMENT
EXISTING TREE CANOPIES
PAD LIMIT/GRADE BREAK
PAD GRADES P=
PROPOSED FINISHED GRADE FG XX.X
EXISTING FINISHED GRADE (FG XX.X)
SLOPE
RETAINING WALL
POTENTIAL INTERIM PERCOLATION BASIN
OIL/WATER SEPERATOR (12'x30')
2:1 SLOPE INFILTRATION SYSTEM
VERTICAL TRENCH INFILTRATION SYSTEM
STORM WATER INLET
COLLECTION MANHOLE
COLLECTION PIPE
EXISTING WATER WELLS
EXISTING CONTOUR ELEVATION 180
MULTIPLE USE/ RETAIL PARCEL NUMBER C##
OPEN SPACE/ PARK PARCEL NUMBER O##
PRIVATE ROAD PARCEL NUMBER PR##
PUBLIC FACILITY PARCEL NUMBER PF##
PARCEL NUMBER ##
PROPOSED FIRE HYDRANT
SANITARY SEWER MANHOLE
SANITARY SEWER & DIRECTION OF FLOW 8"SS



VICINITY MAP
N.T.S



GENERAL NOTES

1. OWNER/DEVELOPER/SUBDIVIDER: MARINA COMMUNITY PARTNERS, LLC
2. PLANNER: DAHLIN GROUP, 2671 CROW CANYON ROAD, SAN RAMON, CA 94583
3. CIVIL ENGINEER: RBF CONSULTING, 14725 ALTON PARKWAY, IRVINE, CA 92618-2027
4. GEOTECHNICAL ENGINEER: BERLOGER GEOTECHNICAL CONSULTANTS, 5587 SUNOL BLVD, PLEASANTON, CA 94588
5. UTILITY CONSULTANT: GIACALONE DESIGN SERVICES, INC., 2625 CROW COURT, ANTIOCH, CA 94509
6. LANDSCAPE ARCHITECT: THE GUZZARDO PARTNERSHIP, 836 MONTGOMERY STREET, SAN FRANCISCO, CA 94133
7. ASSESSOR'S PARCEL NUMBERS: 031-021-011-000; 031-021-021-000; 031-021-027-000, 031-031-019-000; 031-021-020-000; 031-021-031-000, 031-021-024-000
8. SITE AREA: 336.0 +/- ACRES
9. EXISTING CONTOURS: THE SOURCE OF THIS EXISTING 2 FOOT CONTOUR DATA IS FROM THE UNITED STATES ARMY CORPS OF ENGINEERS.
10. GENERAL PLAN DESIGNATION: COMMERCIAL
11. CURRENT LAND USE: VACANT WITH TEMPORARY USES
12. CURRENT ZONING: COMMERCIAL AND RESIDENTIAL
13. PROPOSED LAND USE: UNIVERSITY VILLAGE RESIDENTIAL, MULTIPLE USE, VISITOR SERVING COMMERCIAL, OFFICE RESEARCH, RETAIL/SERVICE, PARKS/OPEN SPACE, AND PUBLIC FACILITIES
14. UTILITIES:
    - SANITARY SEWER/POTABLE WATER/ RECYCLED WATER: MARINA COAST WATER DISTRICT, 11 RESERVATION ROAD, MARINA, CA 93933
    - STORM DRAIN: SPECIAL DISTRICT
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC, 401 WORK STREET, SALINAS, CA 93912
    - TELEPHONE: SBC COMMUNICATIONS, 340 PAJARO STREET, SALINAS, CA 93901
    - CABLE COMPANY: COMCAST CABLE, 2455 HENDERSON WAY, MONTEREY, CA 93940
    - FIRE: MARINA DEPARTMENT FOR PUBLIC SAFETY, 211 HILLCREST, MARINA, CA 93933
15. EARTHWORK:
    CUT: 525,000 CUBIC YARDS
    FILL: 435,000 CUBIC YARDS
    THESE FIGURES DO NOT INCLUDE FINISHED LOT GRADING.
    FILL WILL COME FROM ON-SITE GRADING, OR, IF NECESSARY, FROM SUITABLE MATERIAL FROM OFF-SITE.
16. THE PROPOSED GRADING AS SHOWN IS PRELIMINARY AND IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL REPORT PREPARED BY BERLOGER GEOTECHNICAL CONSULTANTS DATED FEBRUARY 09, 2005.
18. UTILITY LOCATIONS, STREET GRADES AND LOT DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO FINAL ENGINEERING DESIGN AND HOUSE PLOTTING.
19. FINAL MAPS WILL BE FILED IN MULTIPLE PHASES.
20. APPROVAL OF THIS TENTATIVE MAP ALLOWS FOR FURTHER SUBDIVISION INTO CONDOMINIUM UNITS AS PROVIDED IN SECTION 66424 AND 66427 OF THE SUBDIVISION MAP ACT.
21. ALL EXISTING EASEMENTS AS SHOWN ON THESE PLANS ARE TO REMAIN UNLESS OTHERWISE NOTED. NEW EASEMENTS SHALL BE DEDICATED TO THE APPROPRIATE AGENCIES. PEDESTRIAN ACCESS AND EMERGENCY ACCESS EASEMENTS WILL BE REQUIRED WITHIN PUBLIC RIGHT-OF-WAYS.
22. EXISTING TOPOGRAPHY WAS OBTAINED FROM THE UNITED STATES ARMY CORPS OF ENGINEERS. THE TWO FOOT CONTOUR DATA WAS COLLECTED IN JULY OF 2003. PLANIMETRICS HAVE BEEN ADDED BASED ON AERIAL PHOTOGRAPHY AND THE IMJIN/ 2ND AVENUE PLANS PROVIDED BY BESTOR ENGINEERS, INC.
23. REIMBURSABLE UTILITY COSTS TO BE ADDRESSED AS PART OF THE UNIVERSITY VILLAGES DEVELOPMENT AGREEMENT.
24. FINAL ENGINEERING DESIGN MAY REQUIRE CHANGES TO THE LOCATION OF INFRASTRUCTURE AND DRAINAGE FACILITIES.
25. ALL SIZES, AREAS, VOLUMES, LENGTHS AND DISTANCES CONTAINED HEREIN ARE ONLY APPROXIMATIONS AND ARE NOT INTENDED, NOR SHOULD THEY BE ACCEPTED AS EXACT MEASUREMENTS.

1 REVISIONS TO TENTATIVE MAP AS NOTED. DATED 09-24-2008

JOB NO.: 10-103290
SCALE: 1"=500'
DATE: 09/24/08
DESIGNED BY: J. HARMON

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
2101 ARENA BOULEVARD, SUITE 250
SACRAMENTO, CALIFORNIA 95834-2303
916.928.1113 • FAX 916.928.1117 • www.RBF.com

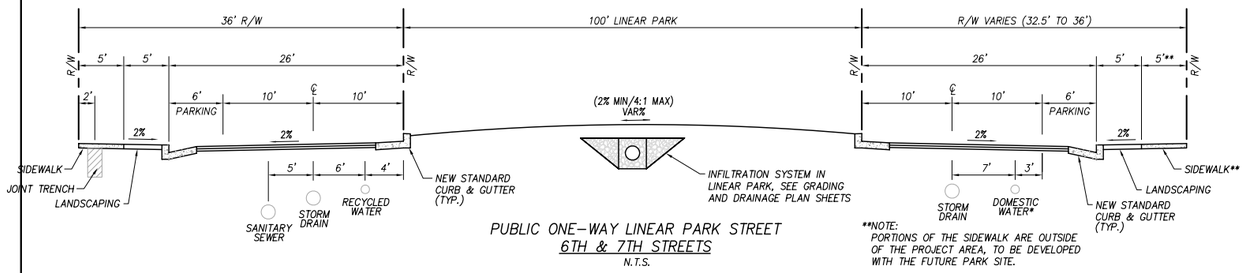
TITLE SHEET

UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

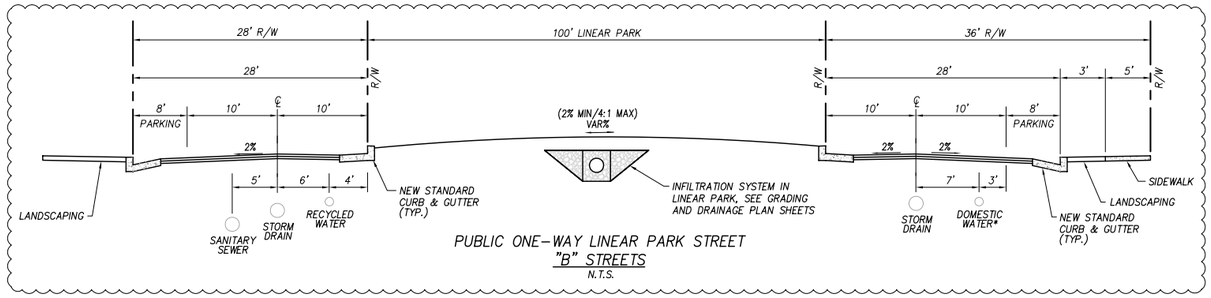
SHEET C-1 OF 27 SHTS.

ATTACHMENT 2
EXHIBIT B

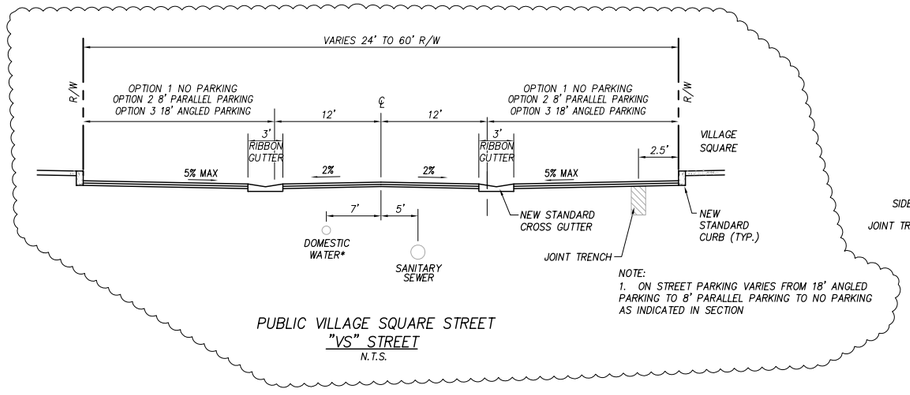


**NOTE:
PORTIONS OF THE SIDEWALK ARE OUTSIDE OF THE PROJECT AREA, TO BE DEVELOPED WITH THE FUTURE PARK SITE.

PUBLIC ONE-WAY LINEAR PARK STREET
6TH & 7TH STREETS
N.T.S.



PUBLIC ONE-WAY LINEAR PARK STREET
"B" STREETS
N.T.S.



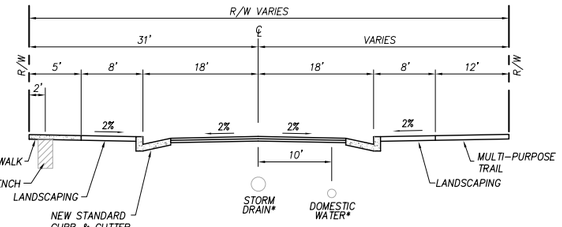
NOTE:
1. ON STREET PARKING VARIES FROM 18' ANGLED PARKING TO 8' PARALLEL PARKING TO NO PARKING AS INDICATED IN SECTION

PUBLIC VILLAGE SQUARE STREET
"VS" STREET
N.T.S.

NOTE:
1. ON STREET PARKING VARIES FROM 18' ANGLED PARKING TO 8' PARALLEL PARKING TO NO PARKING AS INDICATED IN SECTION
2. A PUBLIC ACCESS EASEMENT SHALL BE PROVIDED WITHIN THE AREA BETWEEN THE FACE OF CURB AND THE FRONT OF BUILDING.

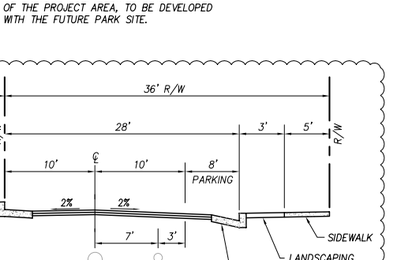
PUBLIC VILLAGE PROMENADE STREET
"VP" STREET
N.T.S.

NOTES:
* DOMESTIC WATER SHALL BE CL 200 PVC PIPE PER MCWD STANDARDS.
* WHERE WATER MAINS ARE LESS THAN 10 FEET HORIZONTALLY FROM AND ONE FOOT HIGHER THAN SANITARY SEWER MAINS, SANITARY SEWER MAIN SHALL BE CONSTRUCTED USING ONE OF THE APPROVED METHODS PER MCWD GUIDANCE MEMO NO. 2003-02.
* FOR STORM DRAIN INFILTRATION SYSTEM LOCATIONS, SEE GRADING AND DRAINAGE PLAN SHEETS.

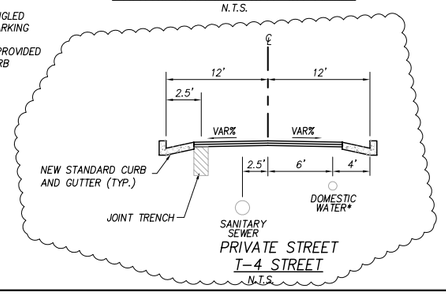


NOTE:
PROPOSED SECTION TO ACCOMMODATE R/W CONFLICTS WITH EXISTING STRUCTURES AND TOPOGRAPHY.

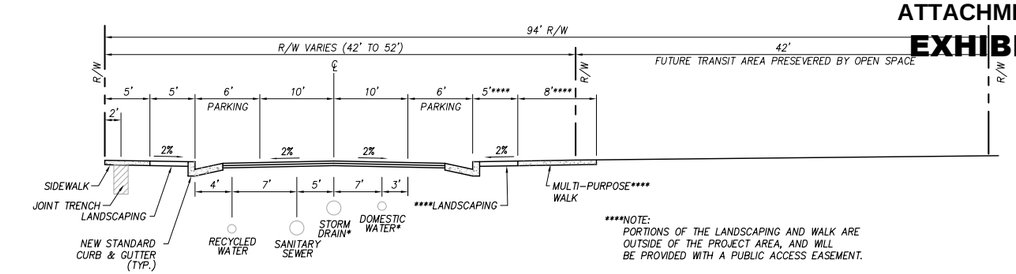
PUBLIC ARTERIAL STREET
8TH STREET
N.T.S.



PRIVATE CARRIAGEWAY OR ALLEY
N.T.S.

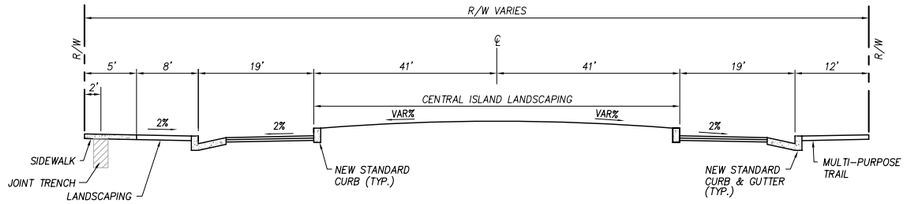


PRIVATE STREET
T-4 STREET
N.T.S.



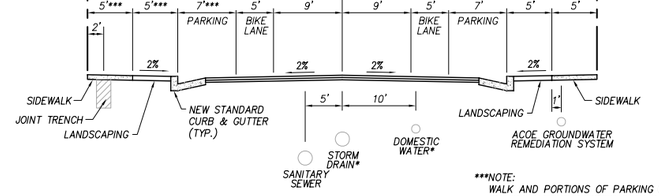
****NOTE:
PORTIONS OF THE LANDSCAPING AND WALK ARE OUTSIDE OF THE PROJECT AREA, AND WILL BE PROVIDED WITH A PUBLIC ACCESS EASEMENT.

PUBLIC TRANSIT CORRIDOR INTERIM SECTION
"I" STREETS & 9TH STREET
N.T.S.



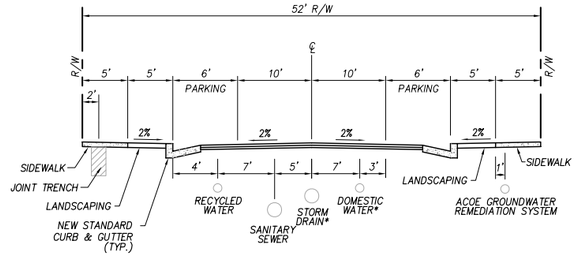
PUBLIC ROUND ABOUT @
8TH STREET
N.T.S.

NOTE:
PROPOSED SECTION TO ACCOMMODATE R/W CONFLICTS WITH EXISTING STRUCTURES AND TOPOGRAPHY.

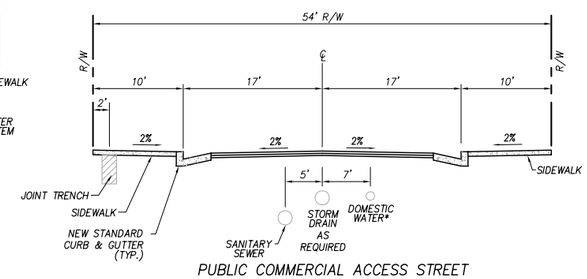


***NOTE:
WALK AND PORTIONS OF PARKING ELIMINATED ON 3RD AVENUE BETWEEN IMJIN PARKWAY AND 10TH STREET TO ACCOMMODATE R/W CONFLICTS.

PUBLIC NEIGHBORHOOD STREET WITH BIKE LANES
1ST AVENUE & 3RD AVENUE
N.T.S.



PUBLIC NEIGHBORHOOD STREET
"L" STREETS & 10TH STREET
N.T.S.

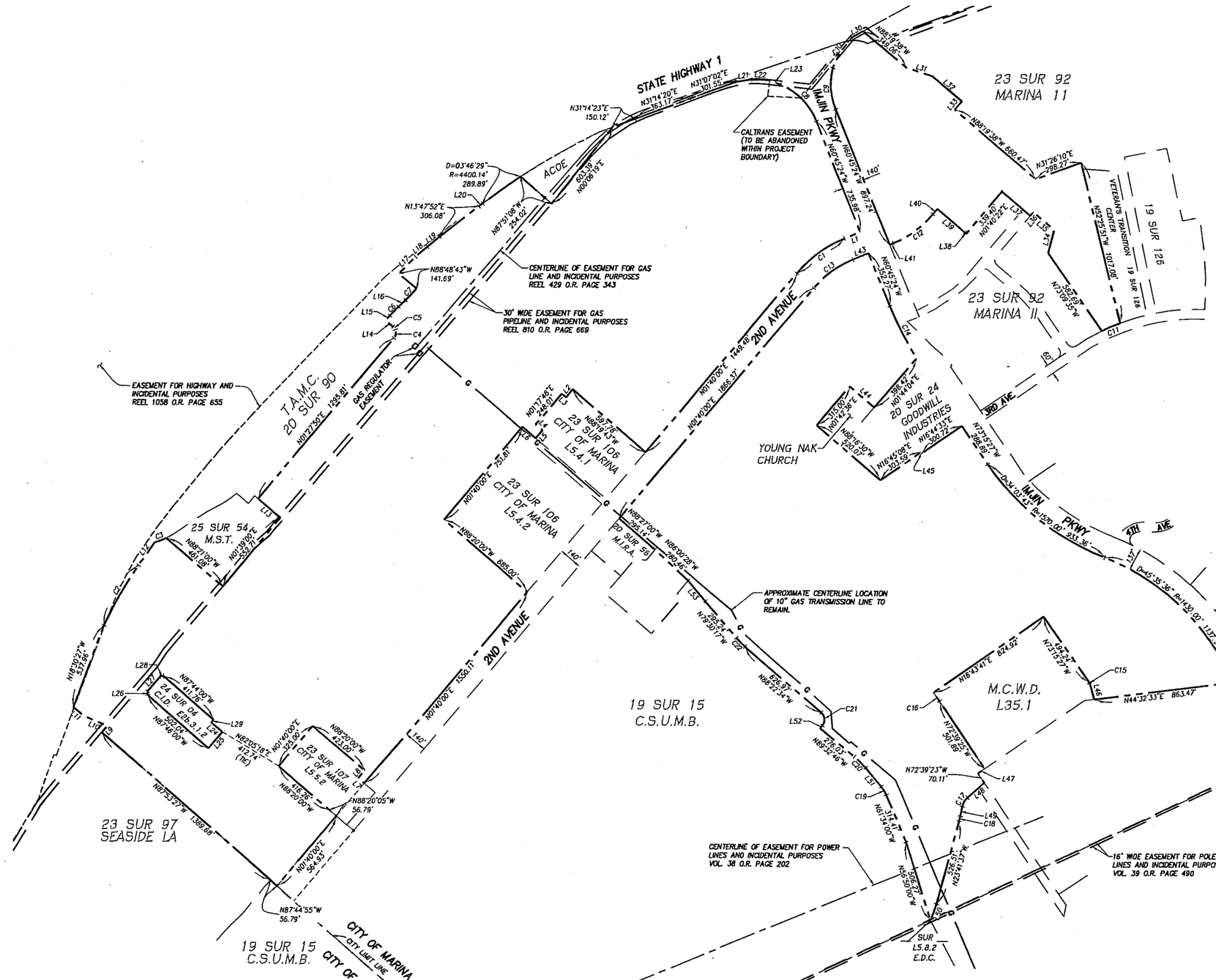


PUBLIC COMMERCIAL ACCESS STREET
"CA" STREET
N.T.S.

1 REVISIONS TO TENTATIVE MAP AS NOTED. DATED 09-24-2008

JOB NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION	TYPICAL CROSS SECTIONS	SHEET C-2
SCALE: NO SCALE	2101 ARENA BOULEVARD, SUITE 200 SACRAMENTO, CALIFORNIA 95834-2303 916.928.1113 • FAX 916.928.1117 • www.RBF.com	UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS	OF 27 SHTS.
DATE: 09/29/08		CITY OF MARINA	
DESIGNED BY: J. HARMON			

EXHIBIT B



CURVE DATA TABLE			
NO.	BEARING/DELTA	LENGTH	RADIUS
C1	27°34'36"	370.60'	770.00'
C2	09°44'19"	427.21'	2513.46'
C3	09°31'27"	77.30'	465.00'
C4	63°09'47"	55.12'	50.00'
C5	26°36'38"	23.22'	50.00'
C6	05°52'00"	75.26'	735.00'
C7	07°00'37"	99.72'	815.00'
C8	24°12'38"	174.02'	411.84'
C9	36°30'20"	260.04'	408.14'
C10	21°37'55"	222.85'	590.24'
C11	05°15'21"	122.00'	1330.00'
C12	27°33'15"	308.98'	642.50'
C13	27°34'36"	303.22'	630.00'
C14	10°01'57"	362.46'	2070.00'
C15	19°08'44"	5.01'	15.00'
C16	01°49'30"	65.67'	2061.88'
C17	37°16'03"	65.04'	100.00'
C18	03°33'21"	31.03'	500.00'
C19	16°43'25"	58.38'	200.00'
C20	11°15'21"	98.23'	500.00'
C21	89°02'47"	89.36'	57.50'
C22	08°51'24"	77.42'	500.86'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N29°14'36"E	104.41'
L2	N01°17'48"E	65.05'
L3	N88°20'00"W	35.00'
L4	N88°24'07"W	54.69'
L5	N01°06'04"E	65.05'
L6	N88°19'55"W	109.57'
L7	N88°20'00"W	50.05'
L8	N01°40'00"E	62.00'
L9	N01°35'17"E	53.30'
L10	N73°48'16"E	159.55'
L11	N88°08'20"W	84.39'
L12	N03°47'56"W	171.82'
L13	N88°21'00"W	181.87'
L14	N88°18'35"W	59.69'
L15	N01°39'00"E	39.18'
L16	N07°31'00"W	58.05'
L17	N05°13'51"E	145.72'
L18	N10°50'25"E	95.71'
L19	N12°37'25"E	98.38'
L20	N14°34'45"E	29.80'
L21	N32°24'27"W	99.49'
L22	N54°20'06"E	204.19'
L23	N73°48'14"E	72.37'
L24	N87°58'00"W	90.34'
L25	N01°40'00"E	131.13'
L26	N43°13'00"W	21.32'
L27	N01°40'00"E	123.08'
L28	N46°58'00"E	21.10'
L29	N01°50'00"E	22.02'
L30	N21°48'19"E	81.64'
L31	N69°17'46"E	175.30'
L32	N88°19'38"W	237.94'
L33	N01°40'22"E	66.94'
L34	N24°12'38"W	147.03'
L35	N88°19'38"W	170.81'
L36	N01°40'22"E	30.84'
L37	N88°19'38"W	230.20'
L38	N89°57'27"W	11.43'
L39	N88°07'15"W	224.58'
L40	N01°41'21"E	43.88'
L41	N29°14'36"E	22.49'
L43	N29°14'36"E	104.41'
L44	N88°16'30"W	200.00'
L45	N72°34'08"W	10.05'
L46	N54°06'44"W	102.98'
L47	N16°51'19"E	50.00'
L48	N10°01'05"E	138.82'
L49	N27°14'58"W	60.18'
L50	N18°47'25"W	107.15'
L51	N78°17'25"W	150.47'
L52	N00°40'13"E	22.27'
L53	N79°30'00"W	169.67'

EASEMENT NOTE:

THE AREA ENCOMPASSED BY THIS MAP INCLUDES EASEMENTS THAT ARE ADDRESSED IN THE PRELIMINARY REPORT OF THE PROPERTY BUT ARE UNPLOTTABLE

PER FIRST AMERICAN TITLE ORDER NO. 2706- 1280544 DATED DECEMBER 18, 2003 AS FOLLOWS

RECORDING INFORMATION	DATE
VOL. 727 PAGE 129	JULY, 3, 1941
REEL 810 PAGE 669	NOVEMBER 17, 1972
REEL 1058 PAGE 16	JUNE 1, 1976
SERIES 2001-094583	NOVEMBER 7, 2001
SERIES 2001-1090792	OCTOBER 26, 2001
SERIES 2002-048597	MAY 22, 2002

REFERENCE NOTE:

THIS BOUNDARY MAP EXHIBIT HAS BEEN PREPARED CONSISTENT WITH THE RECORD OF SURVEY PREPARED BY BESTOR ENGINEERS, INC. DATED 09/29/03.

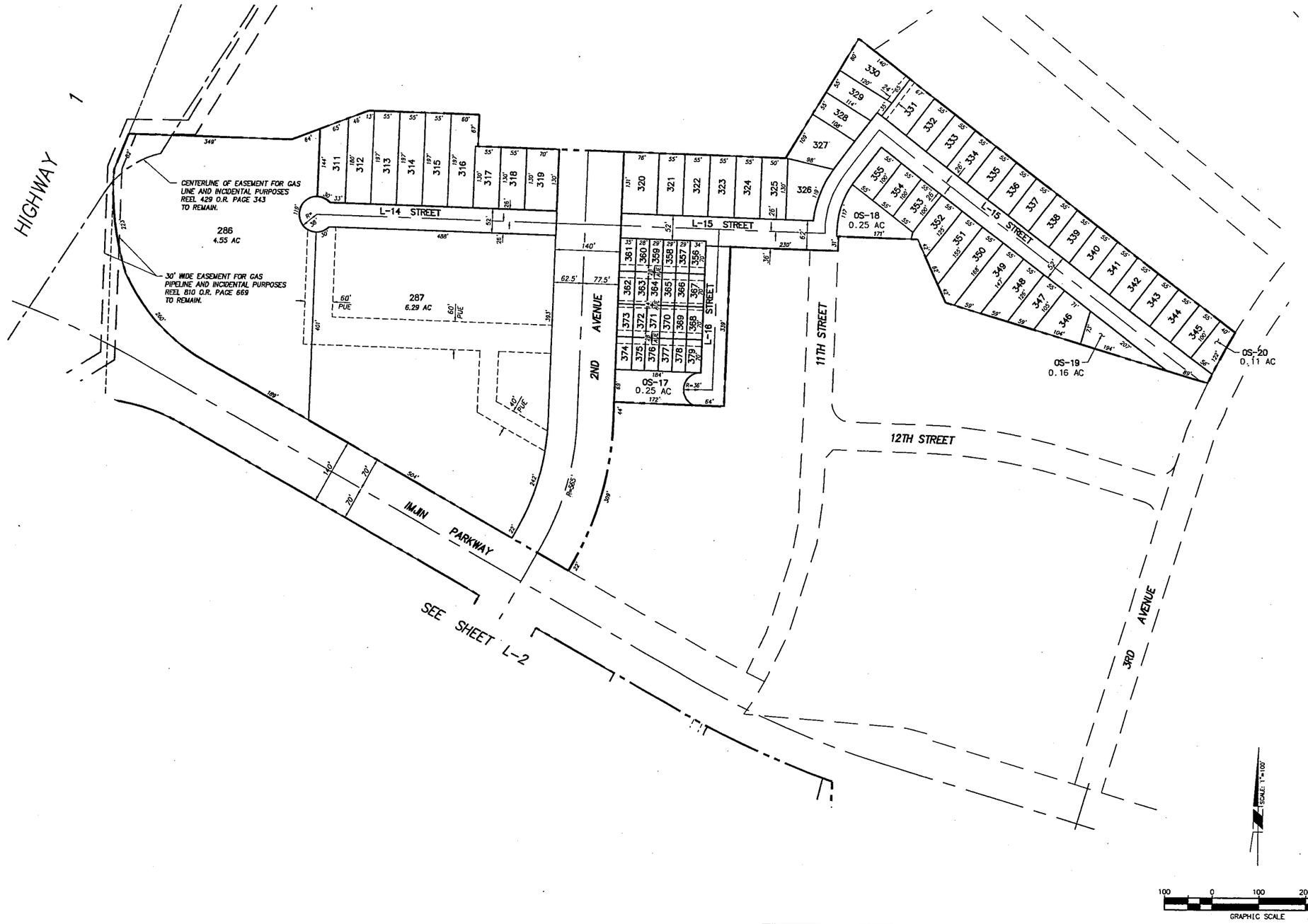
JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	D. BUSTAMANTE

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-8187 • FAX: 831-883-8967 • www.RBF.com

BOUNDARY MAP EXHIBIT
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET C-3 OF 27 SHTS.



JOB NO.: 10-103290 SCALE: 1"=100' DATE: 04/05/05 DESIGNED BY: J. HARMON	RBF CONSULTING PLANNING ■ DESIGN ■ CONSTRUCTION 3180 IMJIN ROAD, ROOM 104 MARINA, CA 93933 831-883-0187 • FAX: 831-883-0667 • www.RBF.com	LOTS & PARCELS UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET L-1 OF 27 SHTS.

ATTACHMENT 2

EXHIBIT B

SCALE: 1"=100'

100 0 100 200 300

GRAPHIC SCALE

HIGHWAY 1

IMJIN PARKWAY

SEE SHEET L-1

CALTRANS EASEMENT TO BE ABANDONED WITHIN PROJECT BOUNDARY.

CENTERLINE OF EASEMENT FOR GAS LINE AND INCIDENTAL PURPOSES REEL 429 O.R. PAGE 343 TO REMAIN

EASEMENT FOR HIGHWAY AND INCIDENTAL PURPOSES REEL 1058 O.R. PAGE 655 TO REMAIN

30' WIDE EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES REEL 810 O.R. PAGE 669 TO REMAIN

ACOE

C30 5.65 AC (PARKING/COMMON AREA)

C1 C2 C3 C4 0.37 AC C5 0.38 AC C6 0.61 AC C7 0.53 AC C8 0.78 AC C9 4.46 AC (PARKING/COMMON AREA) C10 0.31 AC C11 2.60 AC (PARKING/COMMON AREA) C12 0.85 AC C13 0.53 AC C14 0.78 AC C15 0.76 AC C16 2.07 AC (PARKING/COMMON AREA) C17 0.98 AC C18 1.47 AC C19 1.00 AC C20 0.29 AC C21 0.81 AC C24 C25 C26 C27 C28 C29 C31 13.66 AC (PARKING/COMMON AREA) C32 0.55 AC C33 C34 3.35 AC (PARKING/COMMON AREA) C35 1.87 AC C36 C37 C38 0.54 AC 288 1.16 AC 382 3.11 AC 383 0.34 AC OS-1 0.20 AC OS-6 2.93 AC OS-7 0.16 AC OS-8 0.19 AC

CA STREET

T-5 STREET 0.51 AC

VP STREET

10TH STREET

2ND AVENUE

YOUNG NAK CHURCH

GOODWILL INDUSTRIES

SEE SHEET L-3

SEE SHEET L-5

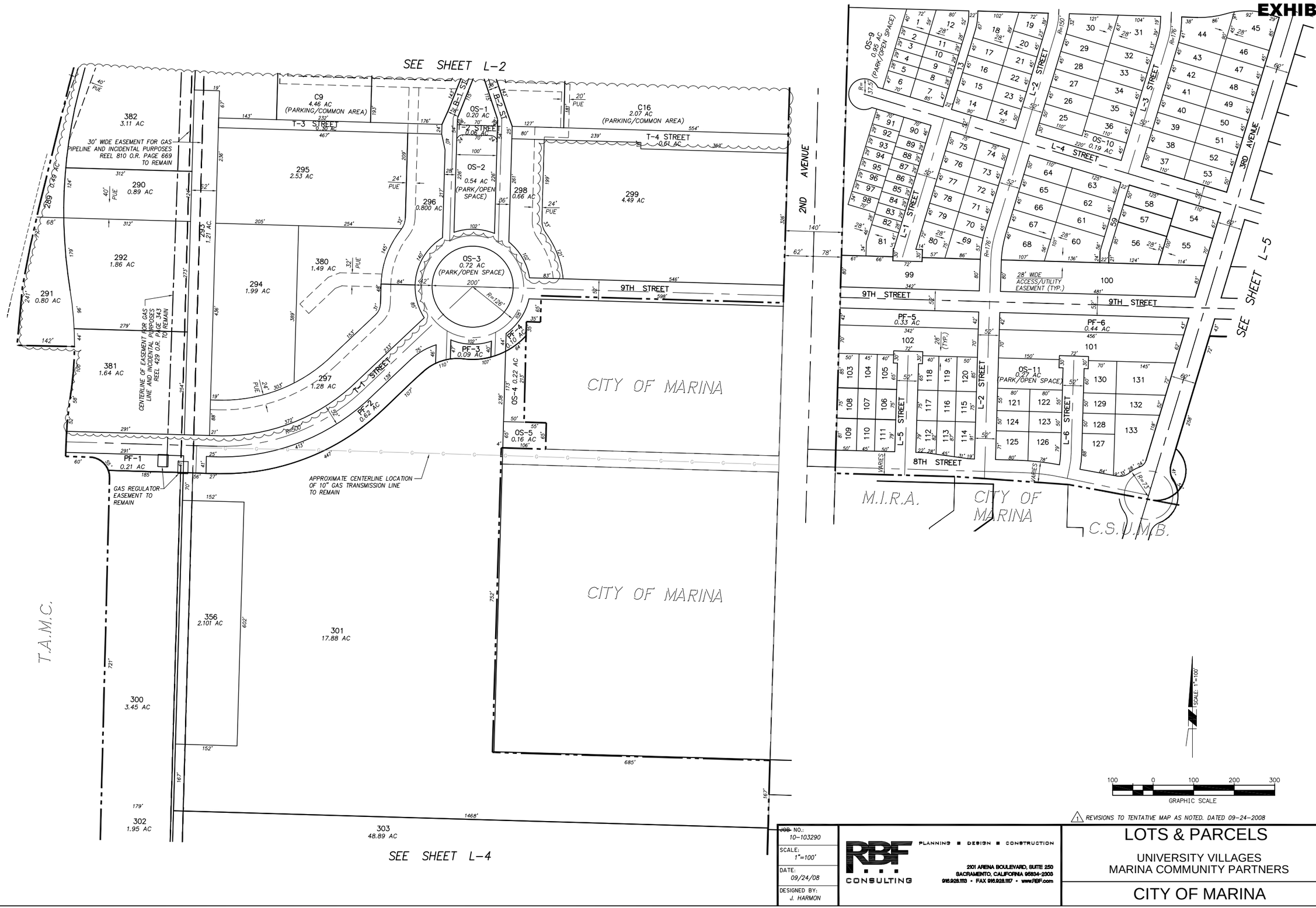
SEE SHEET L-3

REVISIONS TO TENTATIVE MAP AS NOTED. DATED 09-24-2008

JOB NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 2101 ARENA BOULEVARD, SUITE 250 SACRAMENTO, CALIFORNIA 95834-2303 916.928.1113 • FAX 916.928.1117 • www.RBF.com	LOTS & PARCELS UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET L-2 OF 27 SHTS.
SCALE: 1"=100'			
DATE: 09/29/08			
DESIGNED BY: J. HARMON			

ATTACHMENT 2

EXHIBIT B



1 REVISIONS TO TENTATIVE MAP AS NOTED. DATED 09-24-2008

~~JOB~~ NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 2101 ARENA BOULEVARD, SUITE 250 SACRAMENTO, CALIFORNIA 95834-2303 916.928.1113 • FAX 916.928.1117 • www.RBF.com	LOTS & PARCELS UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET L-3 OF 27 SHTS.
SCALE: 1"=100'			
DATE: 09/24/08			
DESIGNED BY: J. HARMON			

SEE SHEET L-3

302
1.95 AC.

303
48.89 AC

304
5.29 AC

305
5.28 AC

306
4.01 AC

307
6.28 AC

308
7.57 AC

309
2.10 AC

M.S.T.

COUNTY OF MONTEREY
1.76 AC

30' WIDE EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES REEL 810 O.R. PAGE 669 TO REMAIN

EASEMENT FOR HIGHWAY AND INCIDENTAL PURPOSES REEL 1008 O.R. PAGE 655 TO REMAIN

2ND AVENUE

SEASIDE

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	J. HARMON

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-8187 • FAX: 831-883-8967 • www.RBF.com

LOTS & PARCELS
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET
L-4
OF 27 SHTS.

IMJIN PARKWAY

CALIFORNIA AVENUE

3RD AVENUE

10TH STREET

9TH STREET

L-4 STREET

L-7 STREET

L-8 STREET

L-9 STREET

L-10 STREET

L-11 STREET

L-12 STREET

L-13 STREET

OS-12 0.14 AC

OS-13 0.01 AC

OS-14 0.89 AC

OS-15 0.54 AC

OS-16 8.49 AC

310 4.34 AC

C39 3.97 AC

285 33.20 AC

284 4.16 AC

244

245

246

357 0.47 AC

PF-7 0.27 AC

PF-8 0.40 AC

28' WIDE ACCESS/UTILITY EASEMENT (TYP.)

M.C.W.D.

SEE SHEET L-3

SEE ABOVE RIGHT

SEE BELOW LEFT

APPROXIMATE CENTERLINE LOCATION OF 10" GAS TRANSMISSION LINE TO REMAIN.

16' WIDE EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES VOL. 39 O.R. PAGE 490 TO REMAIN

CENTERLINE OF EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES VOL. 38 O.R. PAGE 202 TO REMAIN

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

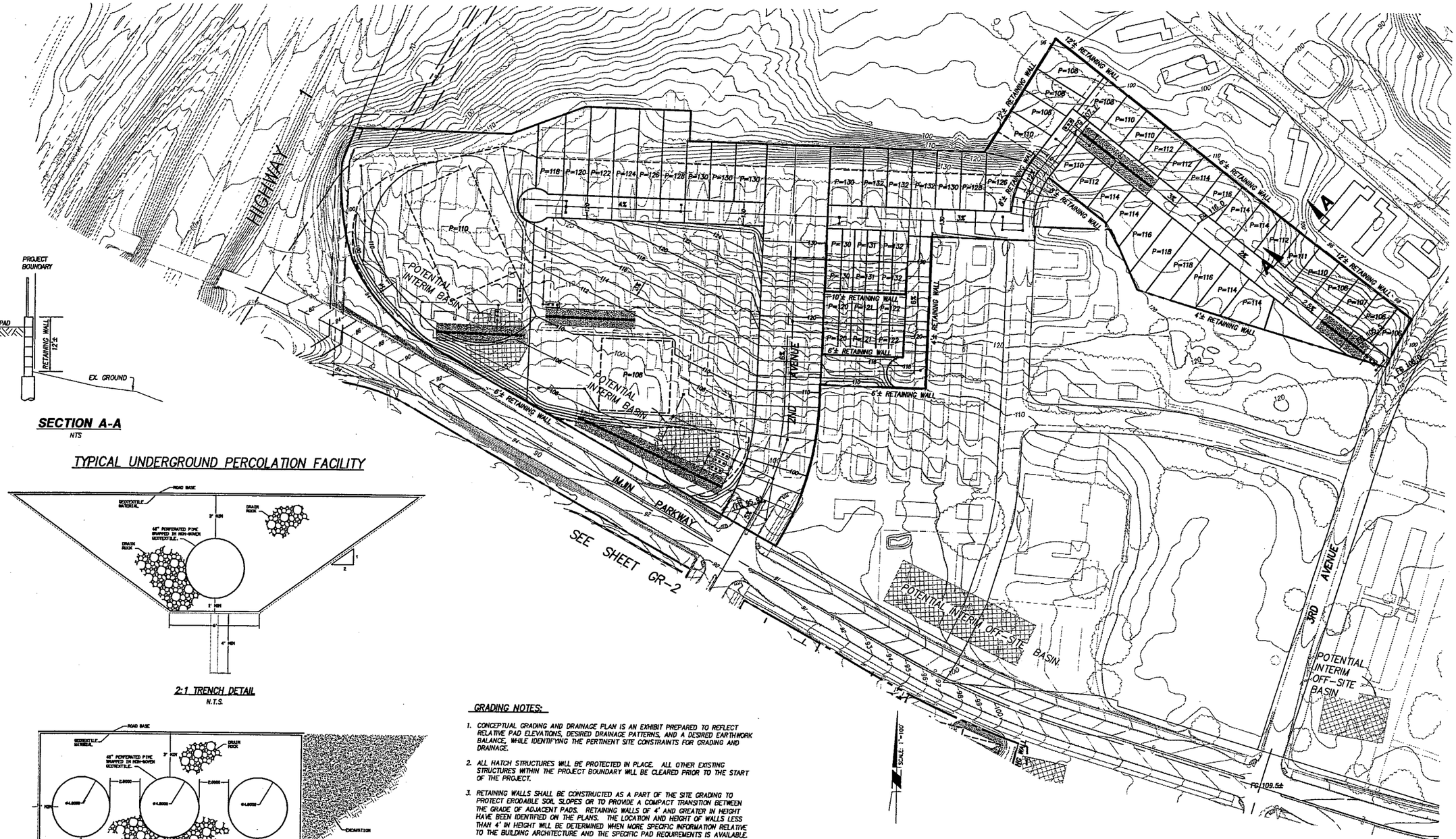
JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	J. HARMON

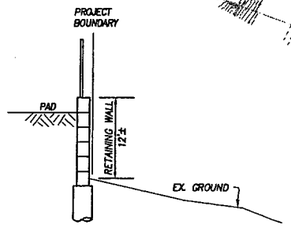
RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-0187 • FAX: 831-883-0567 • www.RBF.com

LOTS & PARCELS
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET L-5 OF 27 SHTS.

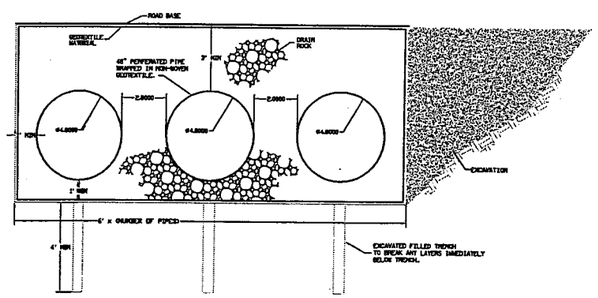




SECTION A-A
NTS

TYPICAL UNDERGROUND PERCOLATION FACILITY

2:1 TRENCH DETAIL
N.T.S.



VERTICAL TRENCH DETAIL
N.T.S.

GRADING NOTES:

1. CONCEPTUAL GRADING AND DRAINAGE PLAN IS AN EXHIBIT PREPARED TO REFLECT RELATIVE PAD ELEVATIONS, DESIRED DRAINAGE PATTERNS, AND A DESIRED EARTHWORK BALANCE, WHILE IDENTIFYING THE PERTINENT SITE CONSTRAINTS FOR GRADING AND DRAINAGE.
2. ALL HATCH STRUCTURES WILL BE PROTECTED IN PLACE. ALL OTHER EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY WILL BE CLEARED PRIOR TO THE START OF THE PROJECT.
3. RETAINING WALLS SHALL BE CONSTRUCTED AS A PART OF THE SITE GRADING TO PROTECT ERODABLE SOIL SLOPES OR TO PROVIDE A COMPACT TRANSITION BETWEEN THE GRADE OF ADJACENT PADS. RETAINING WALLS OF 4' AND GREATER IN HEIGHT HAVE BEEN IDENTIFIED ON THE PLANS. THE LOCATION AND HEIGHT OF WALLS LESS THAN 4' IN HEIGHT WILL BE DETERMINED WHEN MORE SPECIFIC INFORMATION RELATIVE TO THE BUILDING ARCHITECTURE AND THE SPECIFIC PAD REQUIREMENTS IS AVAILABLE.
4. ARMY CORP OF ENGINEERS GROUNDWATER REMEDIATION PIPING SHALL BE RELOCATED AS REQUIRED AS A PART OF GRADING FOR THE PROJECT. SEE TYPICAL CROSS SECTIONS FOR LOCATION WITHIN THE STREET RIGHT OF WAY. FOR THE GROUNDWATER REMEDIATION DESIGN, REFER TO THE DESIGN WORK PLAN BY SHAW ENVIRONMENTAL INC.
5. STORM DRAIN SYSTEM REQUIRES SITE SPECIFIC TESTING FOR DESIGN OF THE INFILTRATION BASINS. MODIFICATIONS TO THE LAYOUT ARE SUBJECT TO THE RESULTS OF FUTURE SITE SPECIFIC TESTING.
6. RETAINING WALLS MAY BE CONSTRUCTED IN A SINGLE WALL OR STEP WALL CONFIGURATION.

JOB NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 3180 IMJIN ROAD, ROOM 104 MARINA, CA 93933 831-883-0187 • FAX: 831-883-0567 • www.RBF.com	GRADING AND DRAINAGE PLAN UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET GR-1 OF 27 SHTS.
SCALE: 1"=100'			
DATE: 04-05-05			
DESIGNED BY: J. HARMON			

ATTACHMENT 2

EXHIBIT B

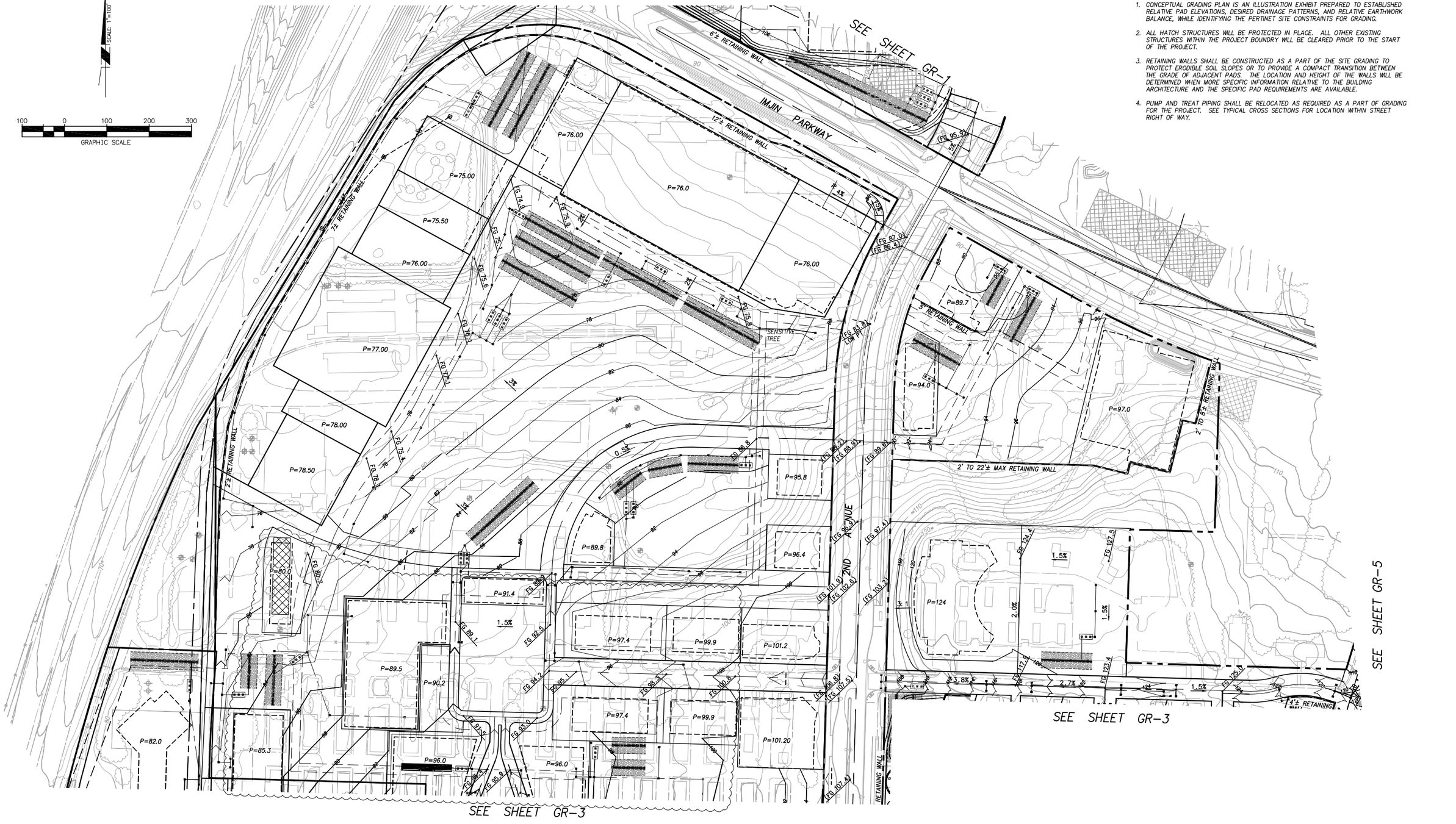
GRADING NOTES:

1. CONCEPTUAL GRADING PLAN IS AN ILLUSTRATION EXHIBIT PREPARED TO ESTABLISHED RELATIVE PAD ELEVATIONS, DESIRED DRAINAGE PATTERNS, AND RELATIVE EARTHWORK BALANCE, WHILE IDENTIFYING THE PERTINET SITE CONSTRAINTS FOR GRADING.
2. ALL HATCH STRUCTURES WILL BE PROTECTED IN PLACE. ALL OTHER EXISTING STRUCTURES WITHIN THE PROJECT BOUNDRY WILL BE CLEARED PRIOR TO THE START OF THE PROJECT.
3. RETAINING WALLS SHALL BE CONSTRUCTED AS A PART OF THE SITE GRADING TO PROTECT ERODIBLE SOIL SLOPES OR TO PROVIDE A COMPACT TRANSITION BETWEEN THE GRADE OF ADJACENT PADS. THE LOCATION AND HEIGHT OF THE WALLS WILL BE DETERMINED WHEN MORE SPECIFIC INFORMATION RELATIVE TO THE BUILDING ARCHITECTURE AND THE SPECIFIC PAD REQUIREMENTS ARE AVAILABLE.
4. PUMP AND TREAT PIPING SHALL BE RELOCATED AS REQUIRED AS A PART OF GRADING FOR THE PROJECT. SEE TYPICAL CROSS SECTIONS FOR LOCATION WITHIN STREET RIGHT OF WAY.

SCALE: 1"=100'

100 0 100 200 300

GRAPHIC SCALE



JOB NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 2101 ARENA BOULEVARD, SUITE 250 SACRAMENTO, CALIFORNIA 95834-2303 916.928.1113 • FAX 916.928.1117 • www.RBF.com	GRADING AND DRAINAGE PLAN UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET GR-2 26 OF SHTS.
SCALE: 1"=100'			
DATE: 9/29/08			
DESIGNED BY: J. HARMON			

ATTACHMENT 2

EXHIBIT B

SEE SHEET GR-2

SEE SHEET GR-5

SEE SHEET GR-4

INTERIM BASIN

CITY OF MARINA

2ND AVENUE

CITY OF MARINA
20.5 AC

INTERIM BASIN
DEMO & CLEAR

DIVERT EXISTING PIPE

EXCAVATE TO EXCAVATION

T.A.M.C.

M.J.R.A.

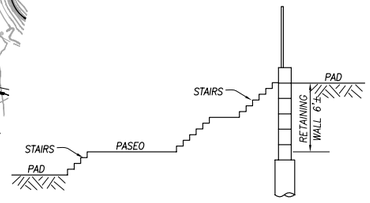
CITY OF MARINA

C.S.U.M.B.

SENSITIVE TREES

B

B



SECTION B-B

NTS

NOTE: PASEO LAYOUT AND ELEVATION WILL BE SIGHT SPECIFIC. THIS SECTION IS AN EXHIBIT TO DEMONSTRATE RELATIVE PAD ELEVATIONS.

GRADING NOTES:

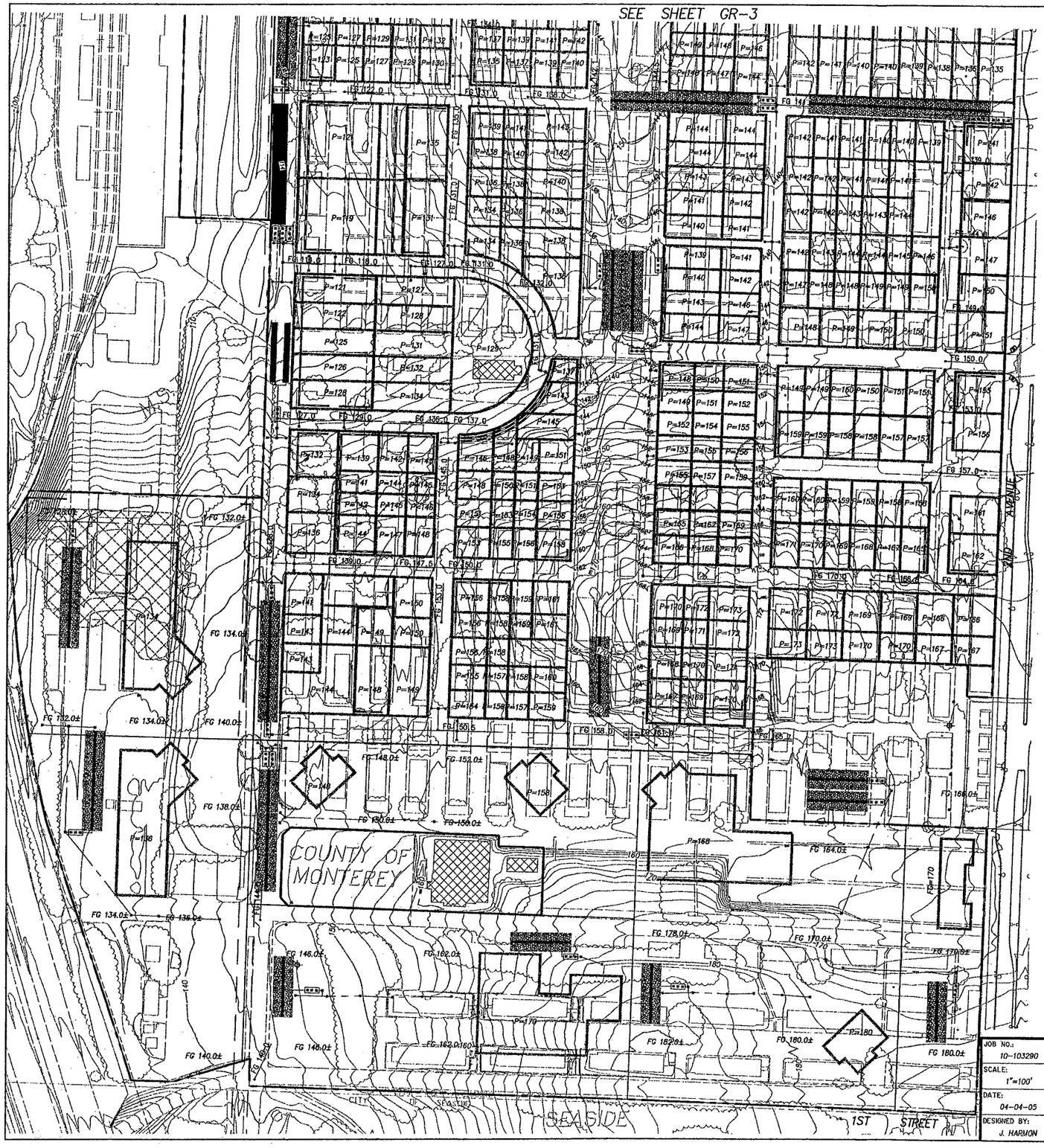
1. CONCEPTUAL GRADING AND DRAINAGE PLAN IS AN EXHIBIT PREPARED TO REFLECT RELATIVE PAD ELEVATIONS, DESIRED DRAINAGE PATTERNS, AND A DESIRED EARTHWORK BALANCE, WHILE IDENTIFYING THE PERTINENT SITE CONSTRAINTS FOR GRADING AND DRAINAGE.
2. ALL HATCH STRUCTURES WILL BE PROTECTED IN PLACE. ALL OTHER EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY WILL BE CLEARED PRIOR TO THE START OF THE PROJECT.
3. RETAINING WALLS SHALL BE CONSTRUCTED AS A PART OF THE SITE GRADING TO PROTECT ERODABLE SOIL SLOPES OR TO PROVIDE A COMPACT TRANSITION BETWEEN THE GRADE OF ADJACENT PADS. RETAINING WALLS OF 4' AND GREATER IN HEIGHT HAVE BEEN IDENTIFIED ON THE PLANS. THE LOCATION AND HEIGHT OF WALLS LESS THAN 4' IN HEIGHT WILL BE DETERMINED WHEN MORE SPECIFIC INFORMATION RELATIVE TO THE BUILDING ARCHITECTURE AND THE SPECIFIC PAD REQUIREMENTS IS AVAILABLE.
4. ARMY CORP OF ENGINEERS GROUNDWATER REMEDIATION PIPING SHALL BE RELOCATED AS REQUIRED AS A PART OF GRADING FOR THE PROJECT. SEE TYPICAL CROSS SECTIONS FOR LOCATION WITHIN THE STREET RIGHT OF WAY. FOR THE GROUNDWATER REMEDIATION DESIGN, REFER TO THE DESIGN WORK PLAN BY SHAW ENVIRONMENTAL INC.
5. STORM DRAIN SYSTEM REQUIRES SITE SPECIFIC TESTING FOR DESIGN OF THE INFILTRATION BASINS. MODIFICATIONS TO THE LAYOUT ARE SUBJECT TO THE RESULTS OF FUTURE SITE SPECIFIC TESTING.
6. STORM DRAIN SYSTEM SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.

SCALE: 1"=100'

100 0 100 200 300

GRAPHIC SCALE

JOB NO.: 10-103290 SCALE: 1"=100' DATE: 09/29/08 DESIGNED BY: J. HARMON	RBF CONSULTING PLANNING ■ DESIGN ■ CONSTRUCTION 2101 ARENA BOULEVARD, SUITE 250 SACRAMENTO, CALIFORNIA 95834-2303 916.928.1113 • FAX 916.928.1117 • www.RBF.com	GRADING AND DRAINAGE PLAN UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET GR-3 27 OF SHTS.



GRADING NOTES:

1. CONCEPTUAL GRADING AND DRAINAGE PLAN IS AN EXHIBIT PREPARED TO REFLECT RELATIVE PAD ELEVATIONS, DESIRED DRAINAGE PATTERNS, AND A DESIRED EARTHWORK BALANCE, WHILE IDENTIFYING THE PERTINENT SITE CONSTRAINTS FOR GRADING AND DRAINAGE.
2. ALL HATCH STRUCTURES WILL BE PROTECTED IN PLACE. ALL OTHER EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY WILL BE CLEARED PRIOR TO THE START OF THE PROJECT.
3. RETAINING WALLS SHALL BE CONSTRUCTED AS A PART OF THE SITE GRADING TO PROTECT ERODABLE SOIL SLOPES OR TO PROVIDE A COMPACT TRANSITION BETWEEN THE GRADE OF ADJACENT PADS. RETAINING WALLS OF 4' AND GREATER IN HEIGHT HAVE BEEN IDENTIFIED ON THE PLANS. THE LOCATION AND HEIGHT OF WALLS LESS THAN 4' IN HEIGHT WILL BE DETERMINED WHEN MORE SPECIFIC INFORMATION RELATIVE TO THE BUILDING ARCHITECTURE AND THE SPECIFIC PAD REQUIREMENTS IS AVAILABLE.
4. ARMY CORP OF ENGINEERS GROUNDWATER REMEDIATION PIPING SHALL BE RELOCATED AS REQUIRED AS A PART OF GRADING FOR THE PROJECT. SEE TYPICAL CROSS SECTIONS FOR LOCATION WITHIN THE STREET RIGHT OF WAY. FOR THE GROUNDWATER REMEDIATION DESIGN, REFER TO THE DESIGN WORK PLAN BY SHAW ENVIRONMENTAL INC.
5. STORM DRAIN SYSTEM REQUIRES SITE SPECIFIC TESTING FOR DESIGN OF THE INFILTRATION BASINS. MODIFICATIONS TO THE LAYOUT ARE SUBJECT TO THE RESULTS OF FUTURE SITE SPECIFIC TESTING.
6. STORM DRAIN SYSTEM SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-04-05
DESIGNED BY:	J. HARMON

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJEN ROAD, ROOM 104
MARINA, CA 93933
831-883-8187 • FAX: 831-883-9967 • www.RBF.com

GRADING AND DRAINAGE PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET GR-4 OF 27 SHTS.

IMJIN PARKWAY

GOODWILL INDUSTRIES

POTENTIAL INTERIM BASIN

POTENTIAL INTERIM OFF-SITE BASIN

CALIFORNIA AVENUE

RADIO ANT.

SEE BELOW LEFT

SEE SHEET GR-3

8TH STREET

C.S.U.M.B.

SEE ABOVE RIGHT

TEMPORARY 3:1 SLOPE TO JOIN EXIST

RETAINING WALL

GRADING NOTES:

1. CONCEPTUAL GRADING AND DRAINAGE PLAN IS AN EXHIBIT PREPARED TO REFLECT RELATIVE PAD ELEVATIONS, DESIRED DRAINAGE PATTERNS, AND A DESIRED EARTHWORK BALANCE, WHILE IDENTIFYING THE PERTINENT SITE CONSTRAINTS FOR GRADING AND DRAINAGE.
2. ALL HATCH STRUCTURES WILL BE PROTECTED IN PLACE. ALL OTHER EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY WILL BE CLEARED PRIOR TO THE START OF THE PROJECT.
3. RETAINING WALLS SHALL BE CONSTRUCTED AS A PART OF THE SITE GRADING TO PROTECT ERODABLE SOIL SLOPES OR TO PROVIDE A COMPACT TRANSITION BETWEEN THE GRADE OF ADJACENT PADS. RETAINING WALLS OF 4' AND GREATER IN HEIGHT HAVE BEEN IDENTIFIED ON THE PLANS. THE LOCATION AND HEIGHT OF WALLS LESS THAN 4' IN HEIGHT WILL BE DETERMINED WHEN MORE SPECIFIC INFORMATION RELATIVE TO THE BUILDING ARCHITECTURE AND THE SPECIFIC PAD REQUIREMENTS IS AVAILABLE.
4. ARMY CORP OF ENGINEERS GROUNDWATER REMEDIATION PIPING SHALL BE RELOCATED AS REQUIRED AS A PART OF GRADING FOR THE PROJECT. SEE TYPICAL CROSS SECTIONS FOR LOCATION WITHIN THE STREET RIGHT OF WAY. FOR THE GROUNDWATER REMEDIATION DESIGN, REFER TO THE DESIGN WORK PLAN BY SHAW ENVIRONMENTAL INC.
5. STORM DRAIN SYSTEM REQUIRES SITE SPECIFIC TESTING FOR DESIGN OF THE INFILTRATION BASINS. MODIFICATIONS TO THE LAYOUT ARE SUBJECT TO THE RESULTS OF FUTURE SITE SPECIFIC TESTING.
6. STORM DRAIN SYSTEM SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
7. RETAINING WALLS MAY BE CONSTRUCTED IN A SINGLE WALL OR STEP WALL CONFIGURATION.

SCALE 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-04-05
DESIGNED BY:	J. HARMON

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION

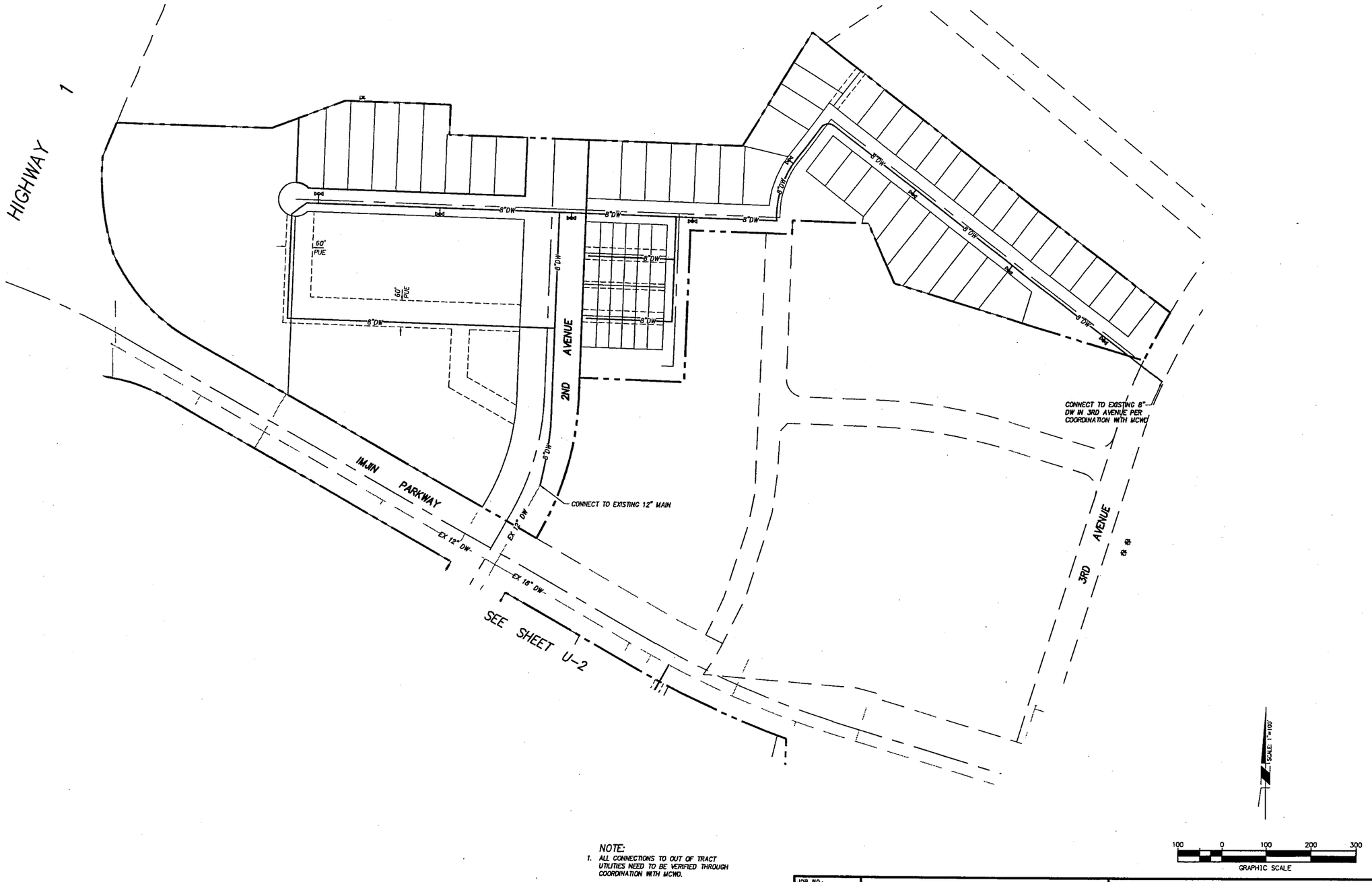
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-8187 • FAX: 831-883-9967 • www.RBF.com

GRADING AND DRAINAGE PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET
GR-5
OF 27 SHTS.

EXHIBIT B



NOTE:

1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. NO RECYCLED WATER CURRENTLY PROVIDED FOR THE AREA SHOWN ON THIS SHEET
3. WATER/ RECYCLED WATER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-05-05
DESIGNED BY:	B. MOLINE

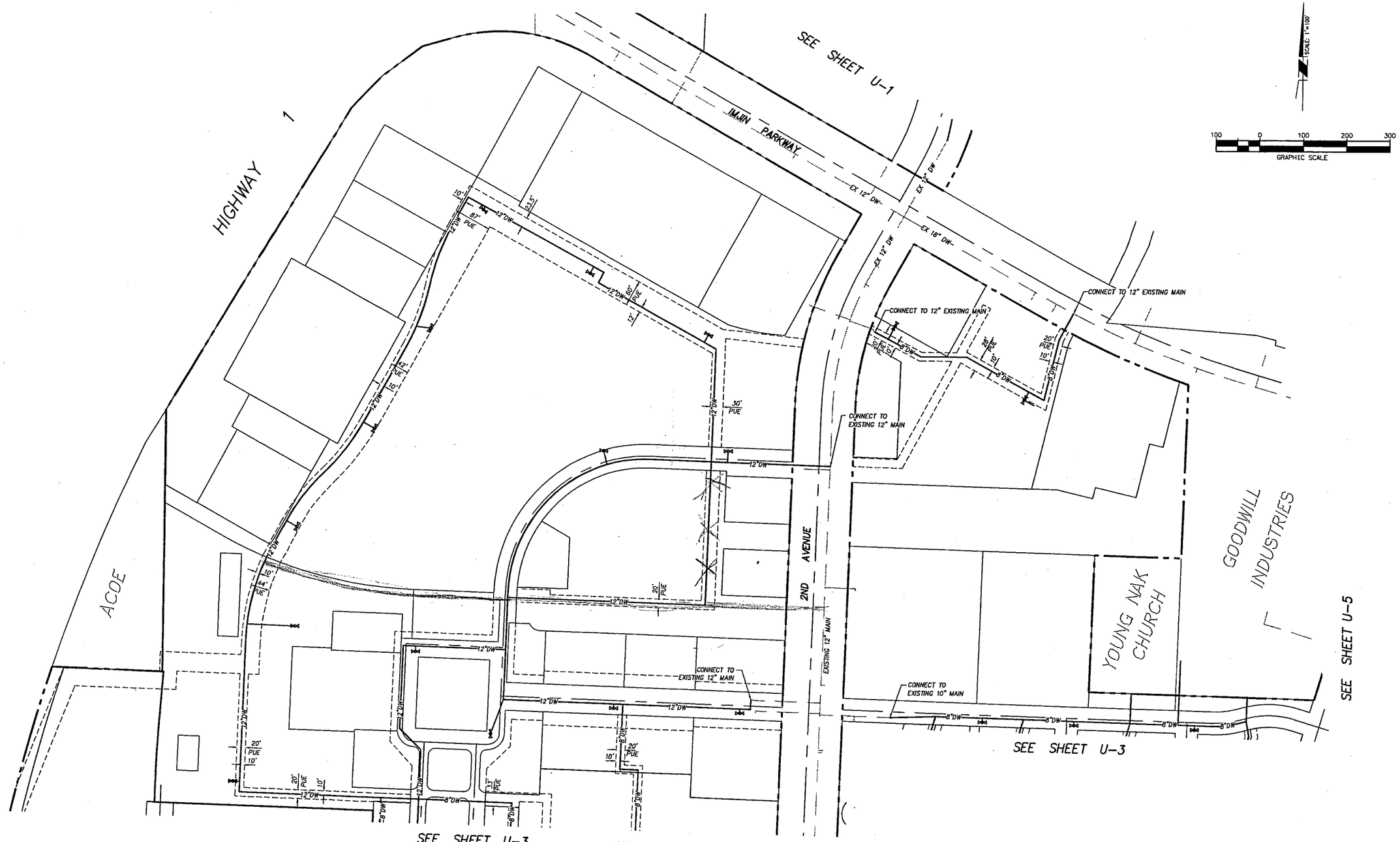
RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-8157 • FAX: 831-883-9967 • www.RBF.com

WATER/RECYCLED WATER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-1 OF 27 SHTS.

EXHIBIT B



NOTE:

1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. NO RECYCLED WATER CURRENTLY PROVIDED FOR THE AREA SHOWN ON THIS SHEET
3. WATER/ RECYCLED WATER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

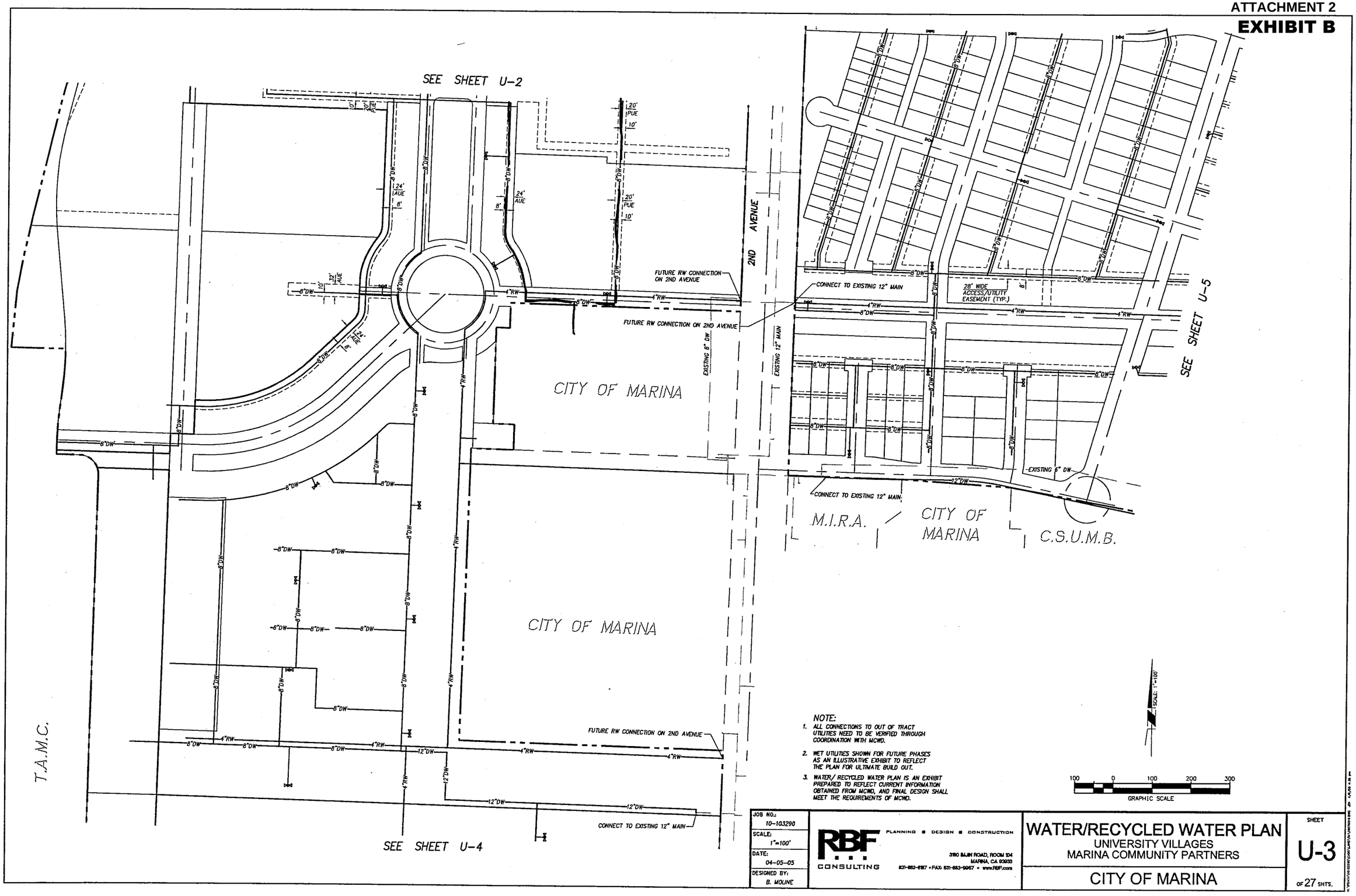
JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-05-05
DESIGNED BY:	B. MOLINE

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-0167 • FAX: 831-883-0567 • www.RBF.com

WATER/RECYCLED WATER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

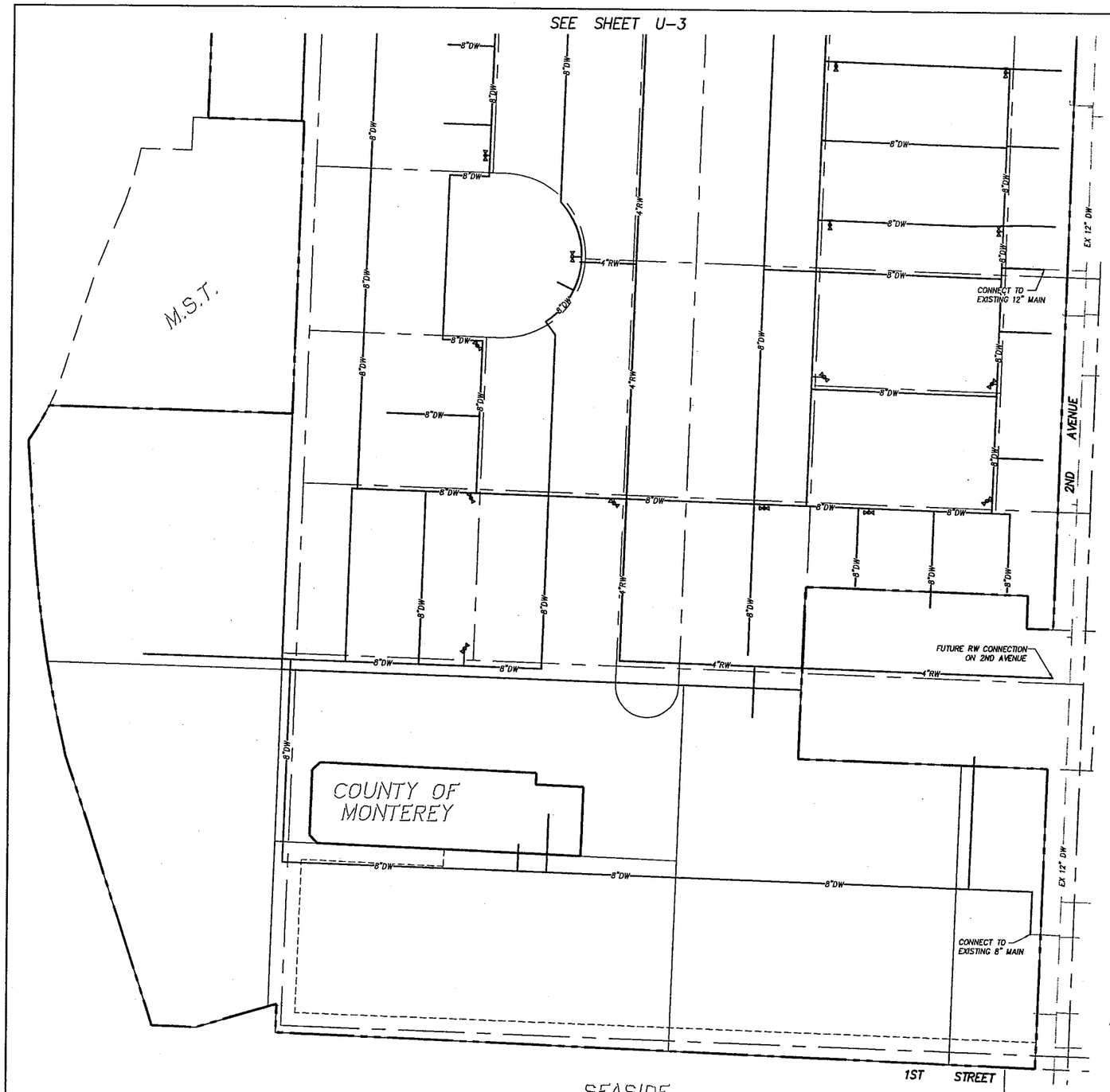
SHEET U-2 OF 27 SHTS.



NOTE:

1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. WATER/ RECYCLED WATER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

JOB NO.: 10-103290	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 3180 SAUN ROAD, ROOM 104 MARINA, CA 93933 831-883-0187 • FAX: 831-883-9957 • www.RBF.com	WATER/RECYCLED WATER PLAN UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS	SHEET U-3
SCALE: 1"=100'			
DATE: 04-05-05		CITY OF MARINA	OF 27 SHTS.
DESIGNED BY: B. MOLINE			



NOTE:
1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. WATER/ RECYCLED WATER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-05-05
DESIGNED BY:	B. MOLINE

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-8867 • FAX: 831-883-8967 • www.RBF.com

WATER/RECYCLED WATER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-4 OF 27 SHTS.

GOODWILL INDUSTRIES

CONNECT TO EXISTING 12" MAIN

CONNECT TO EXISTING 12" MAIN

IMJIN PARKWAY

TIE-IN TO EXISTING 12" MAIN

EXISTING 12" DW DISTRIBUTION LINE

EXISTING 16" DW DISTRIBUTION LINE

CALIFORNIA AVENUE

M.C.W.D.

SEE SHEET U-3

28' WIDE ACCESS/UTILITY EASEMENT (TYP.)

EXISTING 6" DW

8TH STREET

CONNECT TO EXISTING 6" MAIN

C.S.U.M.B.

SEE ABOVE RIGHT

SEE BELOW LEFT

NOTE:

1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. WATER/ RECYCLED WATER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

SCALE 1"=100'

100 0 100 200 300
GRAPHIC SCALE

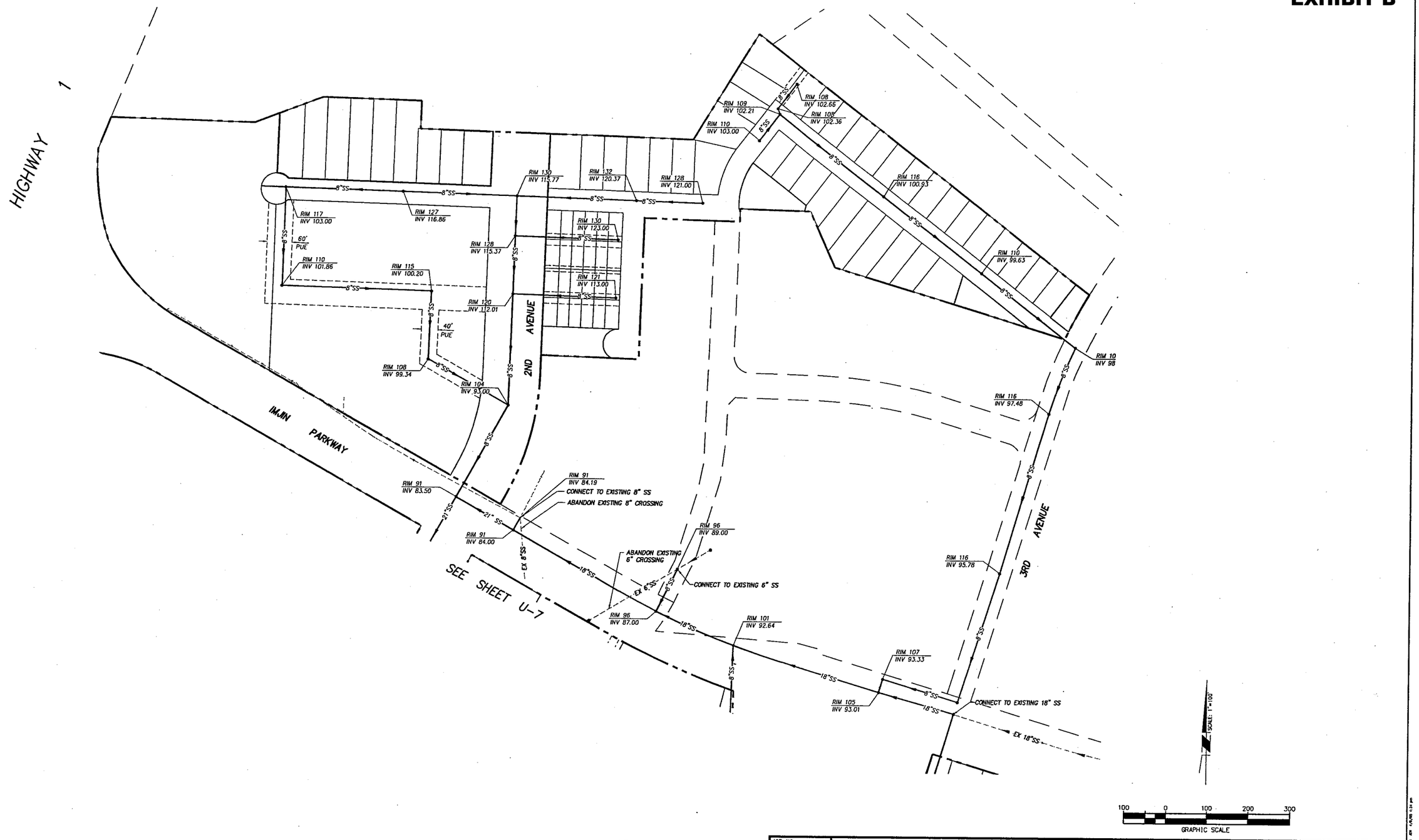
JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04-05-05
DESIGNED BY:	B. MOLINE

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-0187 • FAX: 831-883-0567 • www.RBF.com

WATER/RECYCLED WATER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-5 OF 27 SHTS.



NOTE:
1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. SANITARY SEWER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	E. JOHNSON

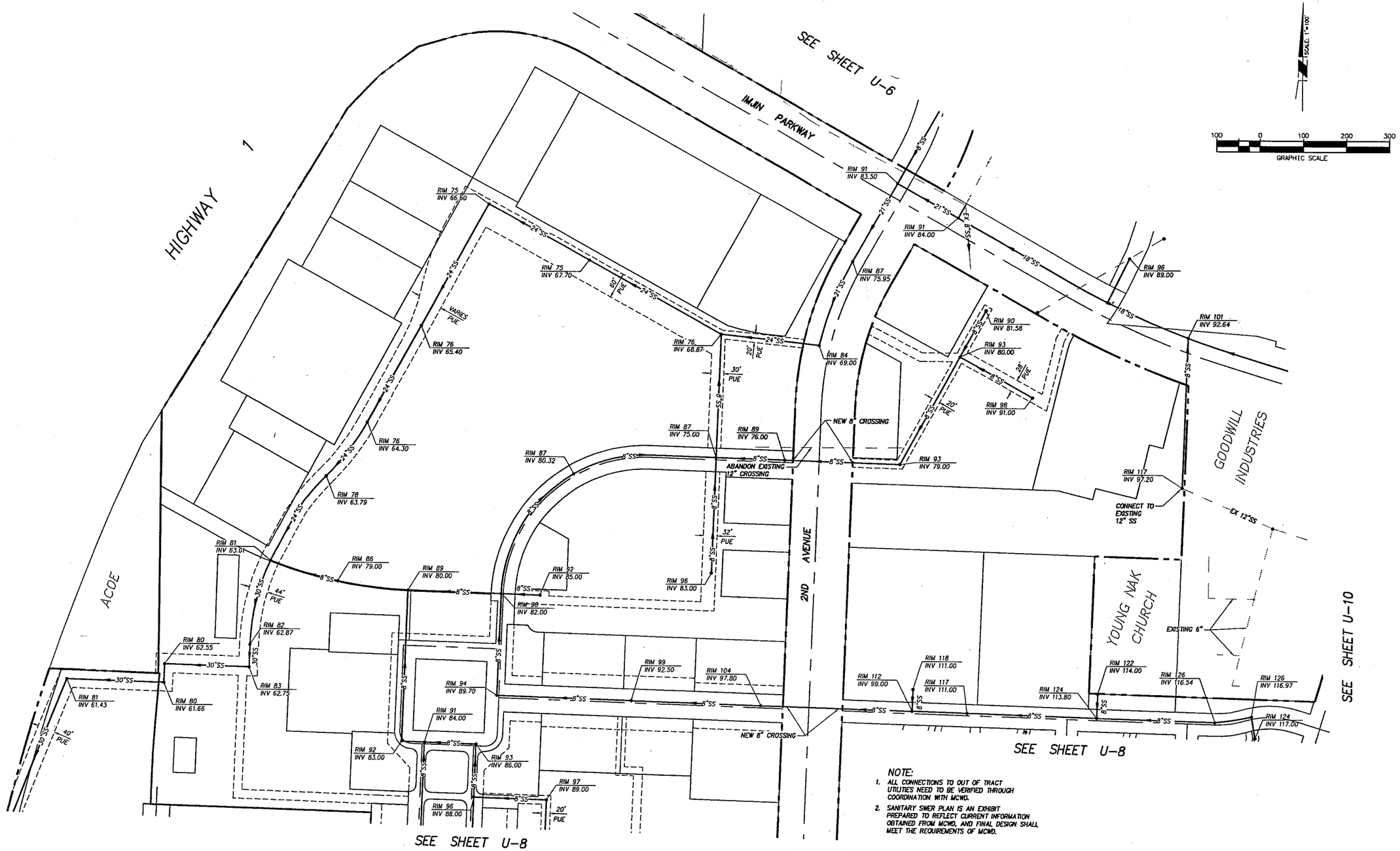
RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-0187 • FAX: 831-883-0967 • www.RBF.com

SANITARY SEWER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-6 OF 27 SHTS.

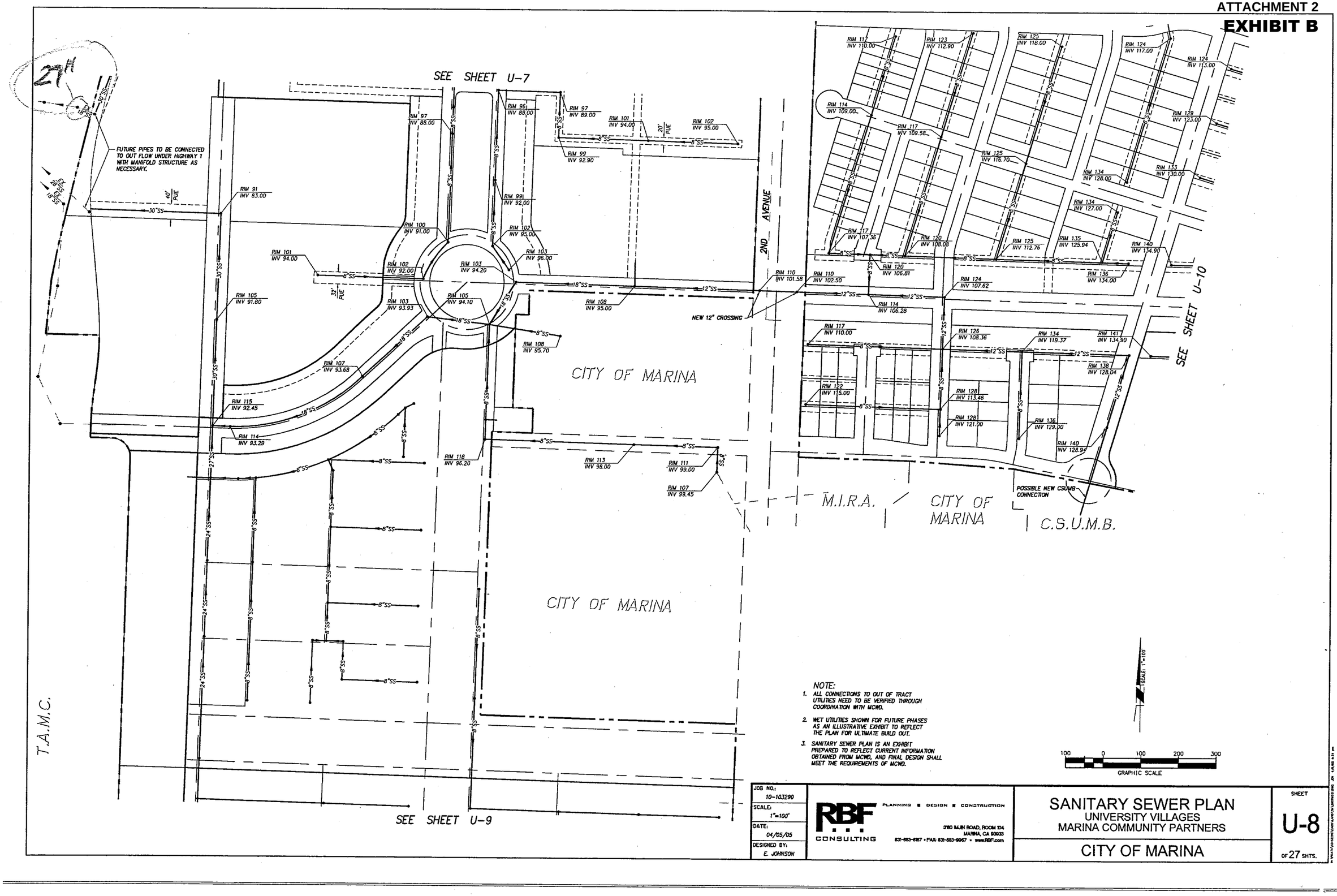
EXHIBIT B



NOTE:

1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. SANITARY SWER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

JOB NO.: 10-103290 SCALE: 1"=100' DATE: 04/05/05 DESIGNED BY: E. JOHNSON	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 3180 IMJIN ROAD, ROOM 104 MARINA, CA 93933 831-883-8187 • FAX 831-883-8967 • www.RBF.com	SANITARY SEWER PLAN UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET U-7 OF 27 SHTS.



NOTE:
1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. SANITARY SEWER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	E. JOHNSON

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 124
MARINA, CA 93933
831-883-6167 • FAX 831-883-9957 • www.RBF.com

SANITARY SEWER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-8 of 27 SHTS.



NOTE:
1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. SANITARY SEWER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

SCALE: 1"=100'

100 0 100 200 300
GRAPHIC SCALE

JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	E. JOHNSON

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-0187 • FAX 831-883-9957 • www.RBF.com

SANITARY SEWER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET U-9 of 27 SHTS.

SEE SHEET U-6

EX 18"SS

IMJIN PARKWAY

EX 12"SS

GOODWILL INDUSTRIES

RIM 110 INV 100.38
RIM 109 INV 100.48
RIM 109 INV 100.58
RIM 109 INV 101.67
RIM 113 INV 106.00
RIM 116 INV 111.00
RIM 124 INV 113.00
RIM 130 INV 123.00
RIM 133 INV 130.00
RIM 142 INV 135.00
RIM 139 INV 132.62
RIM 141 INV 132.86
RIM 143 INV 138.62
RIM 149 INV 142.00
RIM 150 143.00
RIM 107 INV 104.38
RIM 107 INV 102.18
RIM 110 INV 101.90
RIM 112 INV 105.00
RIM 110 INV 105.00
RIM 109 INV 103.61
RIM 110 INV 104.00
RIM 112 103.00
RIM 113 INV 105.00
RIM 115 INV 107.24
RIM 117 INV 109.40
RIM 120 INV 112.02
RIM 120 INV 110.99
RIM 128 INV 121.50
RIM 134 INV 127.00
RIM 135 INV 128.72
RIM 138 INV 129.00
RIM 146 INV 133.56
RIM 149 INV 133.72
RIM 154 INV 142.76
RIM 156 INV 143.00
RIM 156 INV 147.00
RIM 114 INV 107.00
RIM 110 INV 105.00
RIM 112 INV 105.46
RIM 113 INV 104.36
RIM 115 INV 108.00
RIM 119 INV 110.35
RIM 116 INV 108.90
RIM 119 INV 111.48
RIM 121 INV 111.96
RIM 133 126.00
RIM 135 INV 127.00

8"SS

SEE SHEET U-8

8TH STREET

C.S.U.M.B.

M.C.W.D.

CONNECT TO EXISTING 6"SS.
EX 6"SS

SEE ABOVE RIGHT

SEE BELOW LEFT

CALIFORNIA AVENUE

NOTE:
1. ALL CONNECTIONS TO OUT OF TRACT UTILITIES NEED TO BE VERIFIED THROUGH COORDINATION WITH MCWD.
2. WET UTILITIES SHOWN FOR FUTURE PHASES AS AN ILLUSTRATIVE EXHIBIT TO REFLECT THE PLAN FOR ULTIMATE BUILD OUT.
3. SANITARY SEWER PLAN IS AN EXHIBIT PREPARED TO REFLECT CURRENT INFORMATION OBTAINED FROM MCWD, AND FINAL DESIGN SHALL MEET THE REQUIREMENTS OF MCWD.

SCALE 1"=100'

100 0 100 200 300
GRAPHIC SCALE

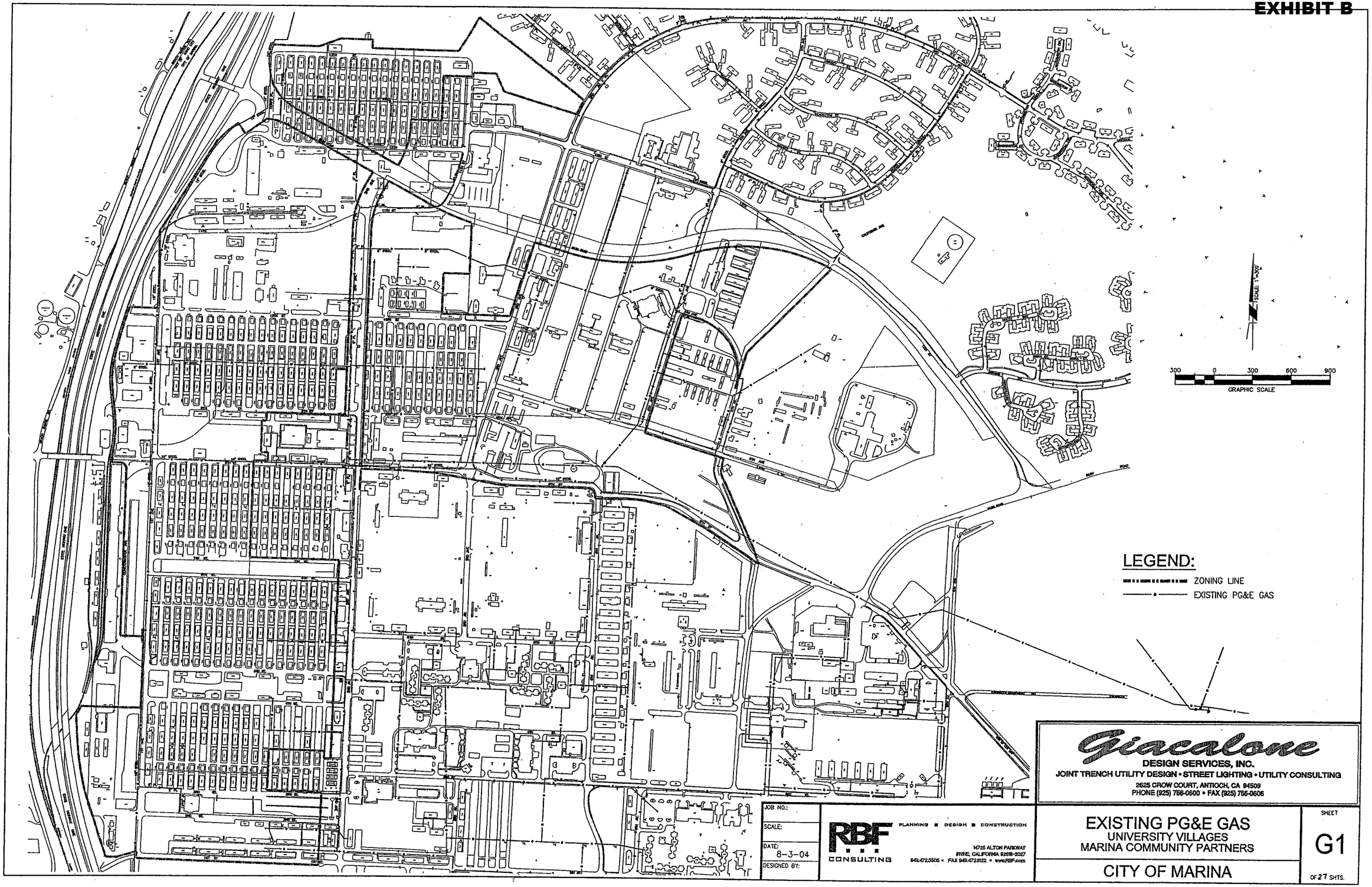
JOB NO.:	10-103290
SCALE:	1"=100'
DATE:	04/05/05
DESIGNED BY:	E. JOHNSON

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-6187 • FAX: 831-883-6967 • www.RBF.com

SANITARY SEWER PLAN
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

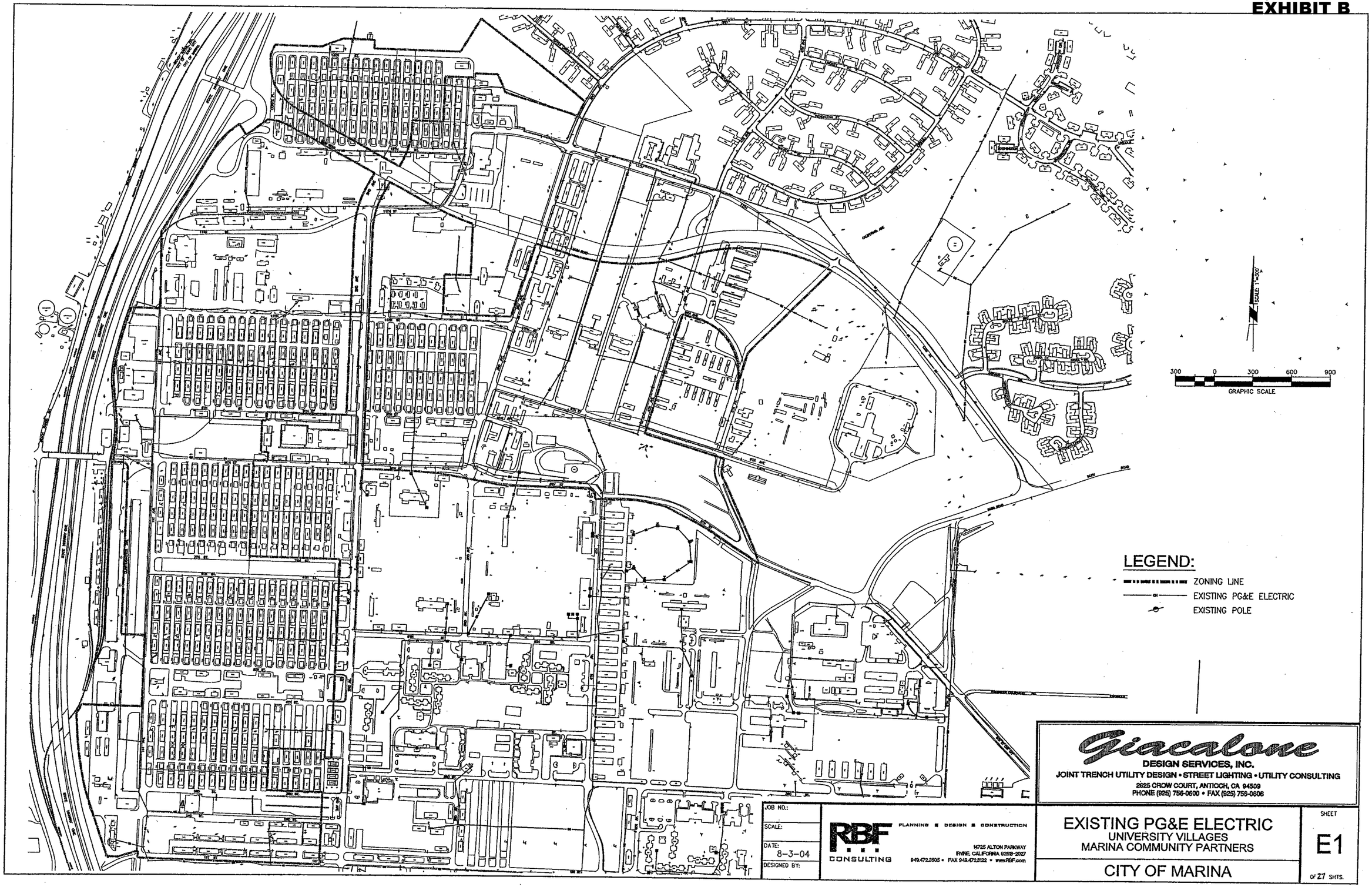
CITY OF MARINA

SHEET U-10 OF 27 SHTS.



Giacalone
DESIGN SERVICES, INC.
JOINT TRENCH UTILITY DESIGN • STREET LIGHTING • UTILITY CONSULTING
2625 CROW COURT, ANTIOCH, CA 94509
PHONE (925) 756-0600 • FAX (925) 756-0606

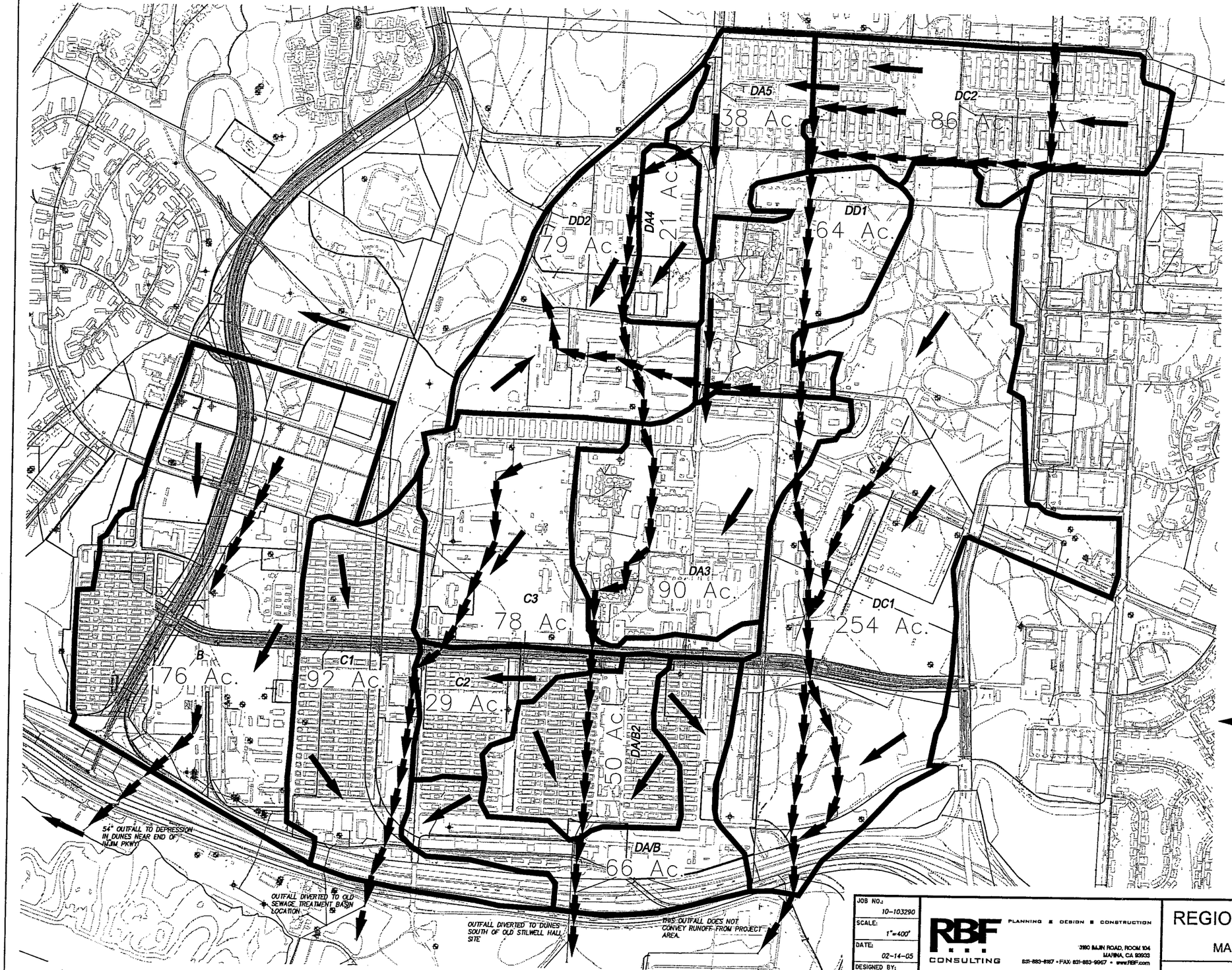
JOB NO.:	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION	EXISTING PG&E GAS UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS	SHEET G1
SCALE:	14725 ALTON PARKWAY IRVINE, CALIFORNIA 92618-2027 949.472.3505 • FAX 949.472.8122 • www.RBF.com	CITY OF MARINA	OF 27 SHTS.
DATE: 8-3-04			
DESIGNED BY:			



Giacalone
DESIGN SERVICES, INC.
JOINT TRENCH UTILITY DESIGN • STREET LIGHTING • UTILITY CONSULTING
2625 CROW COURT, ANTIOCH, CA 94509
PHONE (925) 756-0600 • FAX (925) 756-0606

JOB NO.:	RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION 14725 ALTON PARKWAY IRVINE, CALIFORNIA 92618-2027 949.472.3505 • FAX 949.472.8122 • www.RBF.com	EXISTING PG&E ELECTRIC UNIVERSITY VILLAGES MARINA COMMUNITY PARTNERS	SHEET E1
SCALE:			
DATE: 8-3-04			OF 27 SHTS.
DESIGNED BY:		CITY OF MARINA	

EXHIBIT B



JOB NO.:	10-103290
SCALE:	1"=400'
DATE:	02-14-05
DESIGNED BY:	H. OSLICK

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
3180 IMJIN ROAD, ROOM 104
MARINA, CA 93933
831-883-6167 • FAX: 831-883-9967 • www.RBF.com

REGIONAL DRAINAGE EXHIBIT
UNIVERSITY VILLAGES
MARINA COMMUNITY PARTNERS

CITY OF MARINA

SHEET
DR-1
OF 27 SHTS.

ATTACHMENT 2
EXHIBIT C

"RECOMMENDED" FOR APPROVAL
BY:
Planning Commission
5/05/05 cdfa
Date

14 APRIL 2005

APPROVED BY:
CC RESO 2005-82
5/3/05
Date

APR 04 2005

RETAIL PHASE 1
COVER SHEET

April 14, 2005

PIZZARO PARTNERSHIP INC.

A0.0.0

BUILDING 12
SEE SHEET A2.12.1

BUILDING 11
SEE SHEET A2.11.1

BUILDING 2
SEE SHEET A2.2.1

BUILDING 1
SEE SHEET A2.1.1

BUILDING 10
SEE SHEET A2.10.1

BUILDING 3
SEE SHEET A2.3.1

BUILDING 4
SEE SHEET A2.4.1

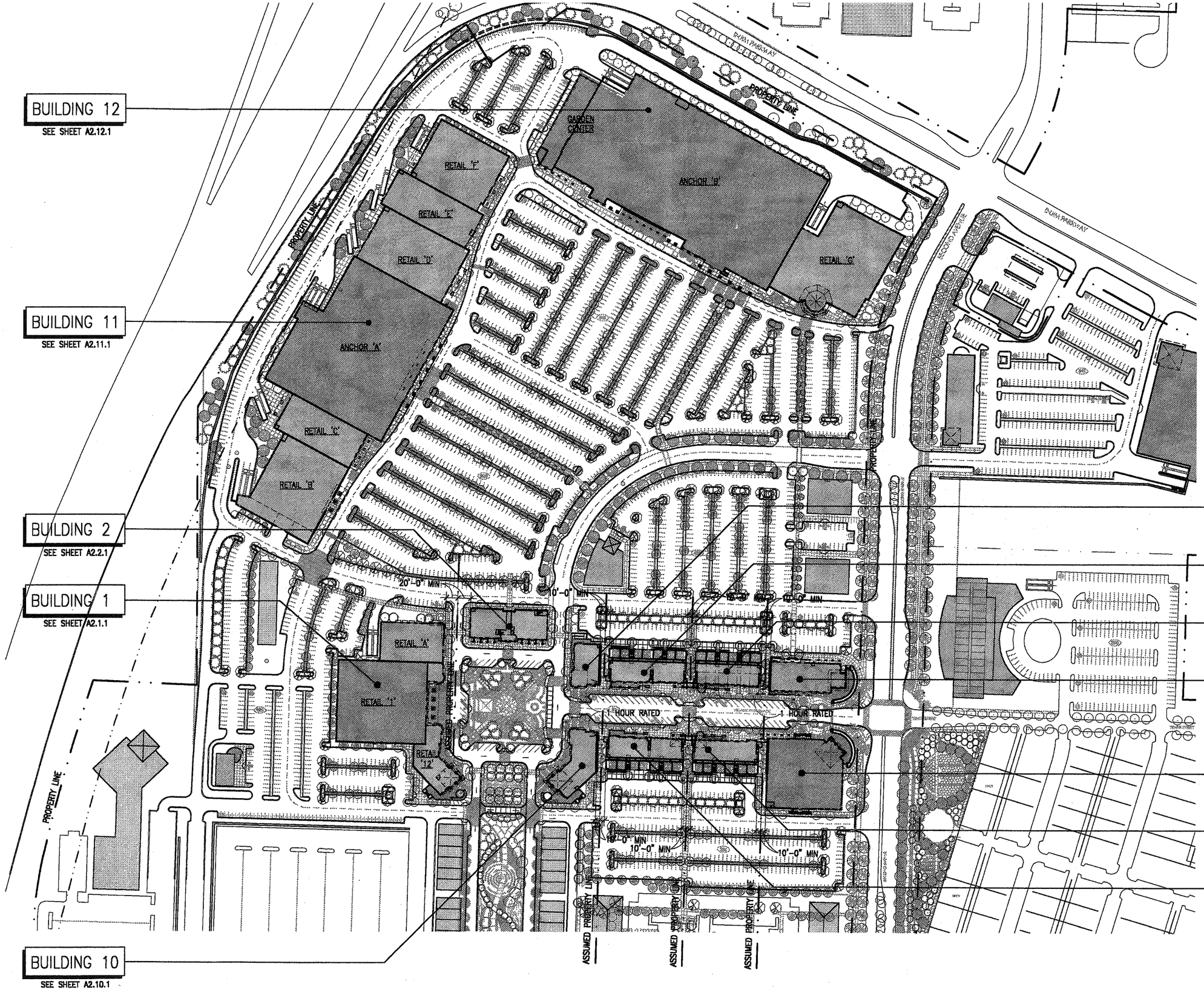
BUILDING 5
SEE SHEET A2.5.1

BUILDING 6
SEE SHEET A2.6.1

BUILDING 7
SEE SHEET A2.7.1

BUILDING 8
SEE SHEET A2.8.1

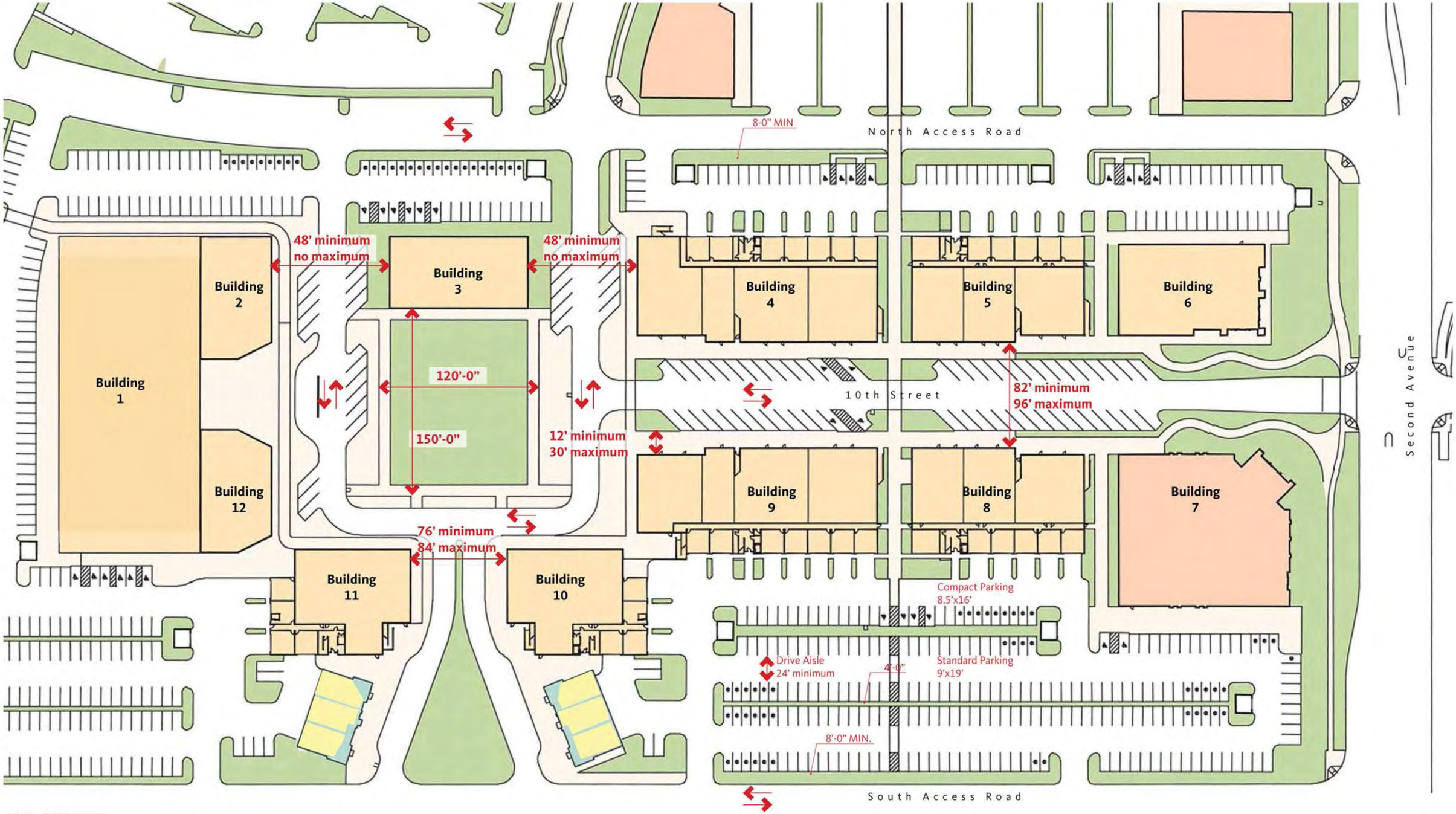
BUILDING 9
SEE SHEET A2.9.1



NOTES:

1. Building footprints, locations and areas indicated are all subject to change based on leasing.
2. Sidewalks and parking may be altered and will be updated with future site plan updates which will include landscape and details on the connections between the regional and 10th Street/Town Square retail district.
3. Any building in the 10th Street/Town Square district may be considered for residential above provided height limits in the Specific Plan are complied with.
4. Phase 1A regional retail is existing; no change proposed for those buildings or site plan in that area.
5. Final parking layout will depend on final area to be built and associated uses.



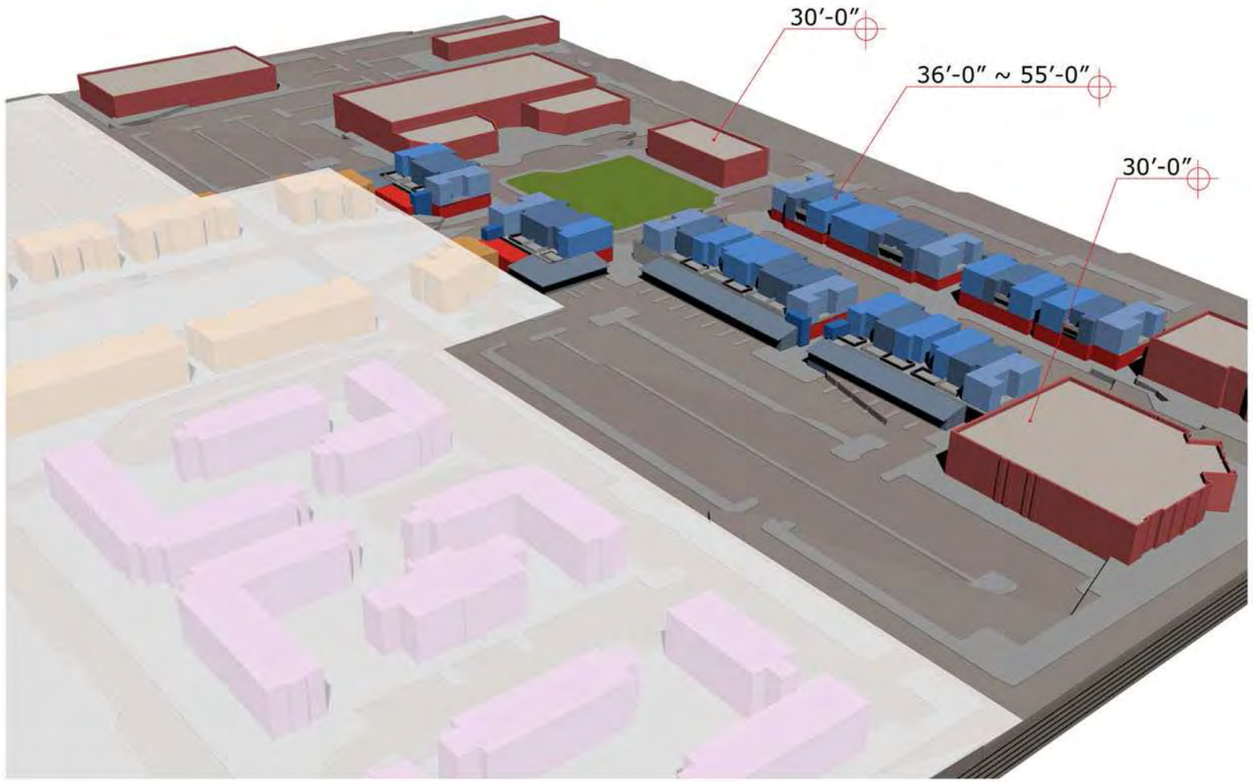


10th STREET THE DUNES on Monterey Bay

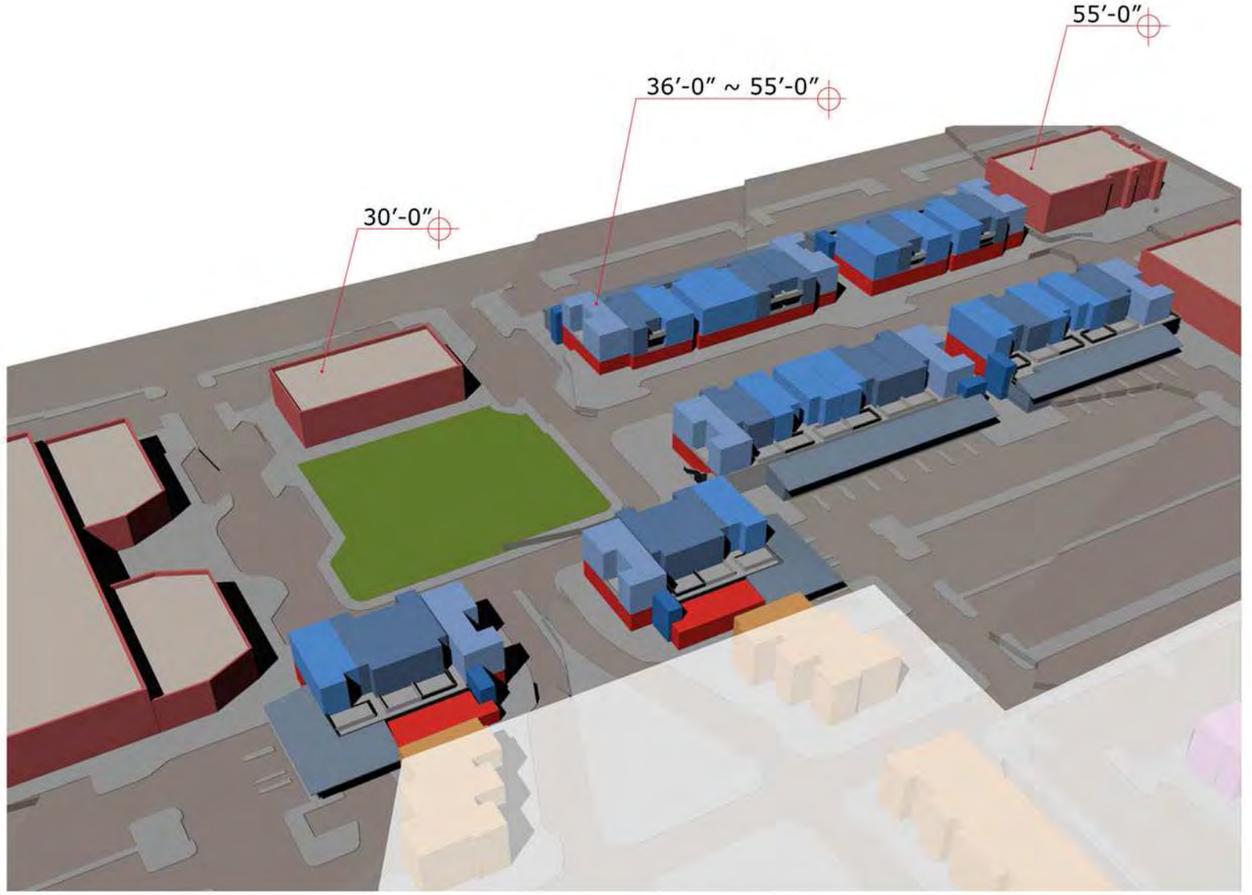
10th Street Site Plan

Shea Properties

September 24, 2008



10th Street Development - View from Southeast



10th Street Development - View from Southwest

NOTES: Heights indicated are conceptual only. Height restrictions in the specific plan and City of Marin's standards shall govern.

SOUTH OF COMMERCIAL ACCESS

PARKING SUMMARY TABLE REV-F	
1B STANDARD 9'x19'*	1081
1B COMPACT 8.5'x16'*	79
ADA ACCESSIBLE	
STANDARD	32
VAN	12
TOTAL	1204

*INCLUDES 2' OVERHANG

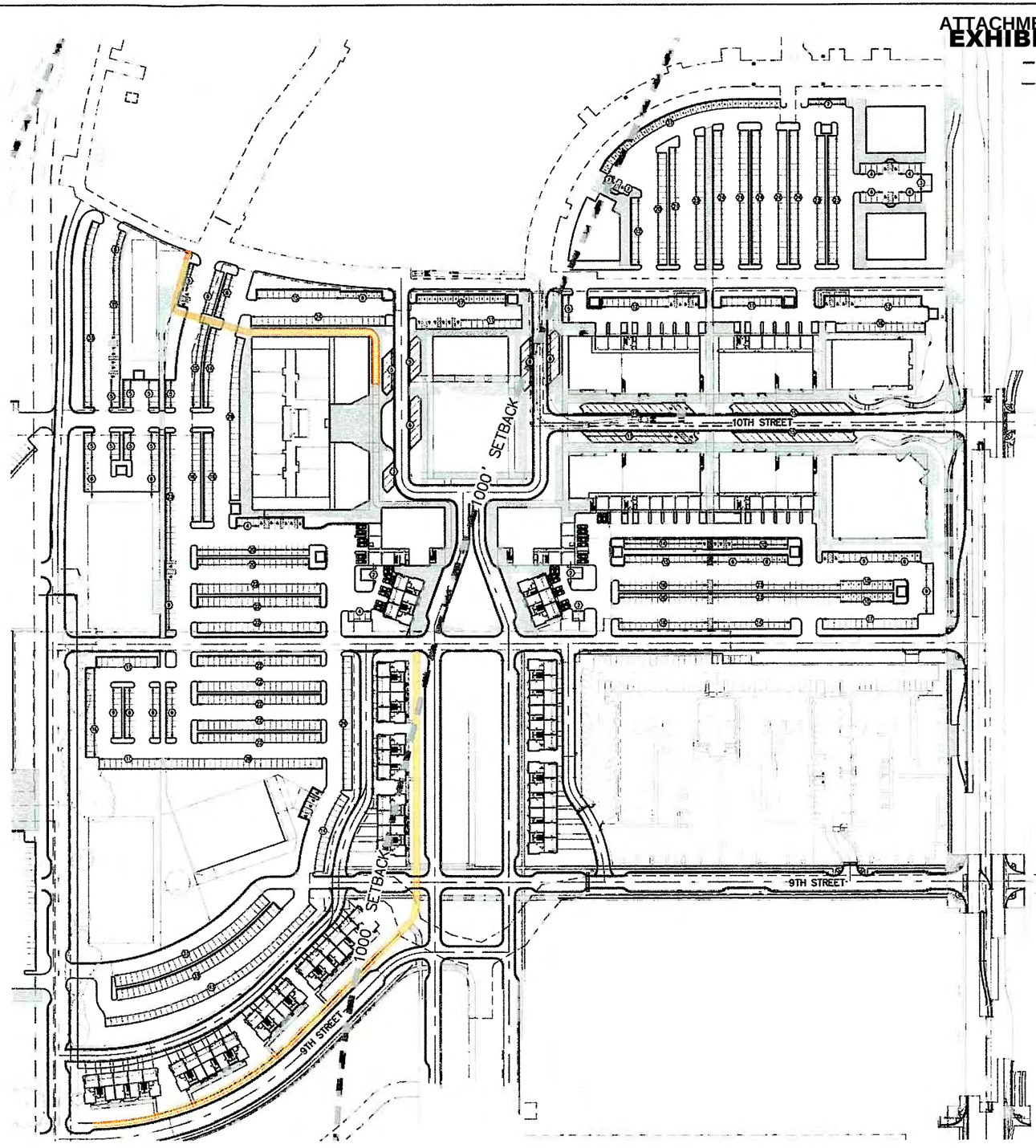
NORTH OF COMMERCIAL ACCESS

PARKING SUMMARY TABLE REV-F	
1B STANDARD 9'x19'*	263
1B COMPACT 8.5'x16'*	44
ADA ACCESSIBLE	
STANDARD	3
VAN	3
TOTAL	313

*INCLUDES 2' OVERHANG

LEGEND

PARKING SPACES (1)



JOB NO 10-104387 SCALE 1"=80' DATE DESIGNED BY SS	RBF CONSULTING PLANNING ■ DESIGN ■ CONSTRUCTION 3620 ALTON PARKWAY IRVINE, CALIFORNIA 92697 949.472.3505 ■ FAX 949.472.8373 ■ www.rbf.com	SITE PLAN REVISION "F" THE DUNES ON MONTEREY BAY MARINA COMMUNITY PARTNERS CITY OF MARINA	SHEET 1 OF 1 SHTS

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY OF MARINA PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING AMENDMENT TO UNIVERSITY VILLAGE PHASE 2 TENTATIVE MAP (NOW THE DUNES ON MONTEREY BAY) (EIR SCH NO.2004091167)

WHEREAS, at the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project (the "EIR") (SCH No.2004091167), Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units; and,

WHEREAS, at the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP); and,

WHEREAS, at the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions; and,

WHEREAS, at the regular meeting of December 11, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas; and,

WHEREAS, as part of the approved Schedule of Performance, the City is responsible for approval of the Phase 2 development Tentative Map by the end of May 2020; and,

WHEREAS, Marina Community Partners proposes amendments to the Tentative Map for Phase 2 West and Phase 2 East (**EXHIBIT A**) within the project area covered by the approved amended 2008 Tentative Map, as follows:

1. Property Lines – The property lines shown in the amended Tentative Map have been refined to include individual lots. The original Tentative Map had large lot parcel lines with grading and utility designs for individual lots. The amended Tentative Map includes the property lines for each home in Phase 2 East and Phase 2 West.
2. Grading – The project grading has not substantially changed. The grading has been refined to be consistent the individual lots.
3. Street Sections – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan.

WHEREAS, the amendments to the Tentative Map do not alter the project in a way that would require a Fort Ord Reuse Authority consistency determination; and,

WHEREAS, the City of Marina Planning Division determined that the changes to the project are not substantial, that the changes do not involve any new significant effects or a substantial increase in the severity of the previously identified significant effects, that the circumstances under which the project is undertaken has not changed and that no new information shows that the project will have a significant effect not discussed in the EIR, cause any significant effect examined in the EIR to be more severe or result in any mitigation measure previously found to be infeasible to be feasible such that the significant effect could be reduced to a level of insignificance based on information provided in the staff report; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said Planning Commission did affirm the findings regarding the referenced case, and further, did find the following facts to justify recommending approval of the Amended Tentative Map, subject to conditions, as follows:

1. The proposed amended map proposes no changes to the adopted Specific Plan for the project and is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.
2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.
3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.
4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.
5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.
6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.
7. The proposed amended tentative map does not contemplate or propose substantial changes in the project which would result in new significant environmental effects, substantially increase the severity of any previously identified environmental effects or result in mitigation measures that were previously found to be infeasible becoming

feasible. Rather, the proposed modification concerns a change in, and construction related to, the current uses within a specific area of The Dunes, which specific area is approved for residential use.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends City Council adopt a resolution approving amendment to the University Villages Phase 2 Tentative Map with the above findings and attached conditions of approval:

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 14th day of May 2020, by the following vote:

AYES, COMMISSIONERS: Burnett, Biala, Amadeo, Mann, McCarthy, Jacobsen, Bielsker
NOES, COMMISSIONERS: None
ABSENT, COMMISSIONERS: None
ABSTAIN, COMMISSIONERS: None

_____
David Burnett, Chair

ATTEST:

_____
Christy Hopper
Planning Services Manager
City of Marina

UNIVERSITY VILLAGES
AMENDED TENTATIVE SUBDIVISION MAP
CONDITIONS OF APPROVAL

DOCUMENTS

- AMENDED TENTATIVE MAP for UNIVERSITY VILLAGES, MARINA, CALIFORNIA, dated September 24, 2008 consisting of 27 sheets.

- VOLUMES I & II, UNIVERSITY VILLAGES SPECIFIC PLAN, DRAFT ENVIRONMENTAL IMPACT REPORT dated February 14, 2005. Final EIR and Mitigation Monitoring Report approved by City Council Resolution No. 2005-127.

- GENERAL PLAN AMENDMENT, REVISING THE MARINA GENERAL PLAN MAP, AND SPECIFIC SECTIONS approved by City Council Resolution No. 2005-128.

- SPECIFIC PLAN, UNIVERSITY VILLAGES IN THE CITY OF MARINA AT FORMER FORT ORD dated May 31, 2005 approved by City Council Resolution No. 2005-130.

- TENTATIVE MAP, UNIVERSITY VILLAGES, dated May 31, 2005 approved by City Council Ordinance No. 2005-131.

- DISPOSITION AND DEVELOPMENT AGREEMENT (DDA), dated May 31, 2005, approved by City Council Resolution No. 2005-135.

- IMPLEMENTATION AGREEMENT, dated September 6, 2006, approved by City Council Resolution No. 2006-36 (MRA) .

- FINAL MAP, PHASE 1C, dated October 2, 2007 approved by City Council Resolution 2007-229 (NOT EXECUTED)

- SECOND IMPLEMENTATION AGREEMENT, dated August 5, 2008, approved by City Council Resolution No. 2008-172.

- TENTATIVE MAP & CONDITIONS OF APPROVAL AMENDMENT NO.1, UNIVERSITY VILLAGES, dated October 21, 2008 approved by City Council Resolution No. 2008-209

- TENTATIVE MAP CONDITIONS OF APPROVAL AMENDMENT NO.2, UNIVERSITY VILLAGES (Now The Dunes on Monterey Bay), dated February 3, 2015 approved by City Council Resolution 2015-11

- OPERATING AGREEMENT, dated December 17, 2019 approved by City Council Resolution 2019-140

Note: Added Conditions of Approval in ***Bold Italics***

GENERAL

This may require lot line adjustments and/or acquisitions of adjacent property,

1. The Amended Tentative Map shall not be in force and effect unless and until the above referenced documents have been approved by the City Council and are in effect.

2. All final maps filed pursuant to this approval shall, in the opinion of the City, be in substantial compliance with the referenced Tentative Map on file in the offices of the City of Marina.

3. Prior to approval of the first Final Map, the developer shall execute a subdivision improvement agreement and bond for all public improvements. The subdivision improvement agreement will provide that the City shall not be obligated to accept any easement or right-of-way and shall not accept public infrastructure improvements prior to the establishment of the Community Facilities District ("CFD") required by Condition 20 herein.

4. The developer shall pay all required Development Impact Fees in accordance with the DA.

5. The developer shall provide proof of payment to outside utility providers of all required service and connection fees in accordance with the DA.

GEOTECHNICAL REPORT

6. Prior to approval of any Final Map, Parcel Map or Grading Plan, the developer shall submit a geotechnical report that addresses soil and foundation requirements and considers any prior grading on the site and addresses conditions as they will exist at the time of building and infrastructure construction. Improvement and Grading Plans shall comply with all recommendations, conditions and conclusions contained in the report. The Geotechnical Consultant shall review all fieldwork, including but not limited to, excavation, placing and compacting of fill, trenching and backfill, and paving.

IMPROVEMENT PLANS

7. Prior to recordation of any Final Map or Parcel Map, improvement plans shall be submitted for any and all public and private infrastructure improvements required to be constructed in accordance with the approved Tentative or Tentative Parcel Map for the subdivision. Said improvement plans shall be submitted to and approved the City Engineer or his/her designee for approval, and shall show all infrastructure necessary to serve that subdivision, including but not limited to grading, streets, storm drainage, sanitary sewer, potable water, reclaimed water, landscaping, street lights, electricity, telephone, cable television, traffic signals, signing and striping, erosion and sedimentation control facilities. Final improvement plans shall be accompanied by electronic files for use in updating City base maps.

8. Prior to issuance of a grading permit proposed lots 311 thru 355 at the northerly terminus of 2nd Avenue shall be modified in vertical grade as much as possible to reduce the need for retaining walls along the northerly boundary of the project.

9. Parking on all non-residential parcels shall be designated on the Final Map as reciprocal parking easements for all other non-residential parcels within the boundary of the approved Tentative Map. The form of the designation shall be to the satisfaction of the City Engineer and City Attorney.

10. Prior to issuance of any Building Permit, a Parking Demand Management Plan shall be submitted by the developer and approved by the City. The Parking Demand Management Plan shall identify specific parking spaces to be shared, the times of the day and days of the week each parking space will be available for each use to be served, and the proximity and ease of access of shared parking spaces to uses to be served.

PARKS AND RECREATION

11. The Developer shall improve and dedicate to the City the hilltop area between 8th and 9th streets, consistent with the concept set forth in the Specific Plan for the Hilltop Park.

AIR QUALITY

12. Prior to the issuance of any Grading or Building Permit, the applicant shall submit for staff review and approval a Construction Dust Control Plan in accordance the approved EIR MMP for dust control.

TRANSPORTATION AND CIRCULATION

13. Prior to approval of the first Final Map, the applicant shall submit a program for the timing scheduling of the street, bike path and lane improvements.

14. Prior to issuance of a Grading Permit, offsite grading and/or encroachment permits shall be obtained from any affected agencies or parties.

SEWER

15. Prior to recordation of any Final Map, the applicant shall submit verification from the Monterey Regional Water Pollution Control Agency to the City of Marina that adequate wastewater treatment capacity exists to serve the University Villages project.

16. Prior to recordation of any Final Map, the applicant shall execute as necessary a Construction and Transfer of Water, Recycled Water, and Sewer Agreements with the Marina Coast Water District MCWD) and the City of Marina Public Works Department.

STORM WATER

17. Prior to approval of Improvement Plans, a Storm Drainage Report and Plan that is consistent with the drainage concepts included in the University Villages Specific Plan shall be submitted for review and approval. The Plan shall include drainage calculations, drainage plans, and landscaping plans for permanent proposed retention basins (if any), and a program for ongoing maintenance of storm drain facilities by a Landscape & Lighting District ("LLD") to be formed by the applicant.

18. Prior to the issuance of a Grading Permit, appropriate best management practices shall be identified and approved by the City Engineer or by his/her designee to minimize the impacts of storm water runoff during construction.

ELECTRIC, CABLE, AND TELEPHONE

19. Unless equipment is required to be above ground, all utilities shall be placed underground as approved by the City Engineer or by his/her designee. Any equipment above ground shall be screened with landscaping as required by the City Engineer or by his/her designee.

LANDSCAPE MAINTENANCE DISTRICT/HOMEOWNERS ASSOCIATIONS

20. The University Villages Specific Plan proposes numerous areas that will be held in common ownership amongst all property owners. The Specific Plan proposes both an LLD and a Homeowners Association to maintain and manage the common areas. As part of any Final Map application, the applicant shall submit HOA By-Laws, and Conditions, Covenants & Restrictions (CC&R's) establishing the HOA and defining its maintenance responsibilities, for review and approval by the City Attorney or his/her designee prior to the approval of the Final Map. The CC&R's shall contain provisions for the management and maintenance by a Homeowners Association of all lanes and internal streets and pedestrian way landscaping. All other common areas, including parks and open space, medians and parkways, storm drains and street lighting, shall be maintained by a Community Facilities District (CFD) in lieu of a Landscape and Lighting District, excepting Hilltop Park, Second Avenue, Imjin Parkway, 8th Street and California Avenue and their associated medians and parkways, which will be maintained by the City. Said CFD shall be established prior the City being obligated to accept any easement or right-of-way and prior to the City's acceptance of public infrastructure improvements.

CITY ATTORNEY

21. The applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of the project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition. As a further condition of approval, the applicant shall agree that in the event the City initiates any legal action or suit to enforce any condition of approval contained herein, the prevailing party shall be entitled to recover from the losing party reasonable expenses including attorney fees, court costs, and administrative costs including but not limited to staff time and consultants fees. Within 21 days of the Council's action on the subject permits and approvals the applicant shall have prepared and submitted an agreement incorporating the above terms acceptable to the City Attorney.

BUILDING

22. Prior to issuance of a Building Permit, building pads shall be certified by a licensed civil engineer or land surveyor for elevation and by a licensed geotechnical engineer for compaction.

PUBLIC SAFETY

23. Fire lanes shall be provided and designated at strategic locations throughout the development for access to greenbelt and open space areas as required by the Fire Chief and Public Safety Department Director.

24. Prior to issuance of a Building Permit, the applicant shall gain approval from the Fire Chief for the appropriate fire access and fire hydrant(s).

25. Prior to construction, appropriate fire hydrant locations and fire access shall be in place and operational as required by the Fire Chief for the specific building location.

26. Prior to approval of Improvement Plans, the plans shall show one wireless 802.11b streetlight standard mounted transmitter/repeater for every two hundred residences at locations subject to review and approval by the Fire Chief.

27. Design of the Improvement Plan specific to the tree locations shall be coordinated with the landscape architect and engineer.

DEMOLITION

28. Prior to the approval of Demolition Plans, the applicant shall submit approval from the Army Corps of Engineers for a plan to protect in place and/or relocate existing Pump & Treat system monitoring wells and existing underground water pipelines and structures.

PUBLIC WORKS

29. New streetlights shall be required on all streets as part of the public improvements. The final design of streetlights shall be subject to approval of the City Engineer and shall be designed in conformance with the Specific Plan. Additionally, security lights shall be installed at neighborhood parks, open spaces and along trails and bike paths. The applicants shall submit lighting plans including photometric calculations as part of the public improvement plans for review and approval by the City Engineer of his/her designee. New streetlights will be owned, maintained and repaired by the LLD.

30. The applicants shall dedicate land as necessary to construct any public improvements.

31. The Final Map shall show an abandonment of abutter's vehicular access rights on all lots that have two street (or one street and one alley) frontages and where vehicle access from the public street is undesirable since the design is for vehicle access from the alley.

32. Prior to the approval of Improvement Plans, utility stubs for the future development shall be reviewed and approved by the City Engineer or by his/her designee.

33. Intersection bulb-out design shown on the tentative map is to be considered a conceptual layout only. Additional information shall be utilized, including but not limited to fire department access as it relates to turning radius and utilization by commercial vehicles while still providing the intended traffic calming effects of a narrow street. Final design of the intersection bulb-outs shall be determined prior to final approval of the Improvement plans. This final design shall be approved by the City of Marina's Fire Department, City Engineer, and the Planning Director.

34. The Geotechnical Engineer of record for this project shall be responsible for the evaluation of conditions if retaining walls are greater than 6' in height. The Geotechnical Engineer of record shall be responsible for the evaluation of all slope gradients on the Rough Grading Plan, and/or the Grading plan to confirm the slopes are appropriately designed.

35. The equestrian trail/roadway crossings shall be designed using generally accepted engineering standards and methods to prevent horses from slipping on the asphalt. The crossings shall not use steps and ledges. Appropriate details shall be included on any affected improvement plans.

36. Roadway improvements exist at the roundabout at 9th Street and the proposed "D" and "E" Street intersection. Additional improvements beyond the normal roundabout design that will accommodate the equestrian trail shall be constructed at this location.

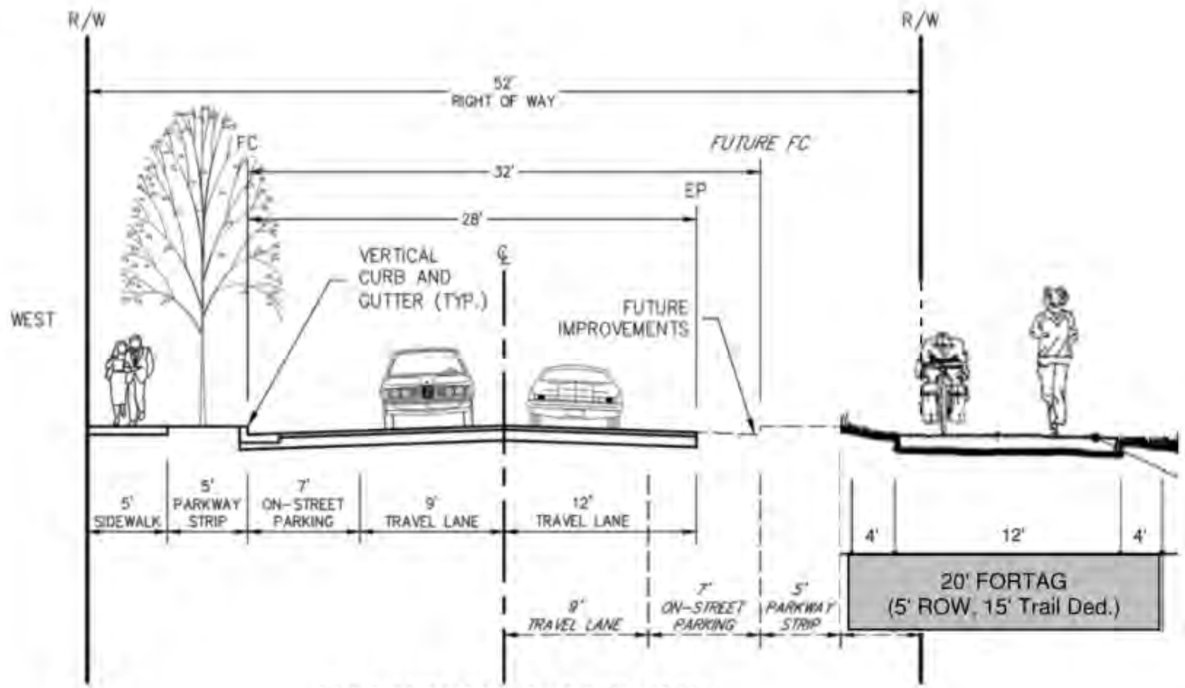
37. Reverse Angle Parking shall be designed and constructed along the frontage of the proposed City Park on 7th Street and "E" Street. This construction shall consist of AC paving, Curb and Gutter, Sidewalk, Street Lighting, Sidewalk Landscaping, ADA Parking provisions, markings, and signs. Landscaped Bulb-Outs shall be considered at a spacing approved by the City Engineer.

38. That the FORTAG trail shall be incorporated into the design of California Avenue. Appropriate details shall be included on any affected improvement plans.

SB 221 (GOVT. CODE SECTION 66473.7) COMPLIANCE

~~33.~~ ***39.*** Prior to approval of the Final Map the applicant shall comply with the requirements of Government Code section 66473.7.

END OF CONDITIONS

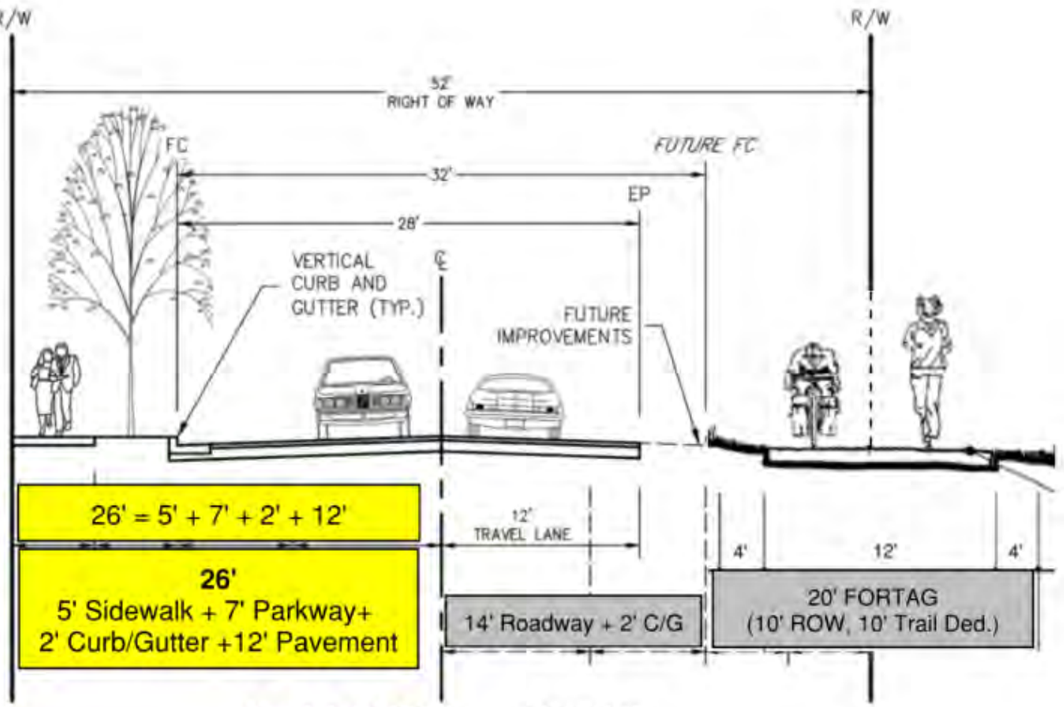


CALIFORNIA AVENUE

South of 9th Street



Section of road w/ Sharrow



CALIFORNIA AVENUE

North of 9th Street


PHASE II C
9TH STREET
PARCEL 23
PARK F
PARCEL 23
SEE RIGHT
Fort Ord Rec Trail and Greenway
Segments between 2nd Ave and 5th Ave
Draft map. Prepared by Dr F.Watson, 24 Apr 2020

May 15, 2020 Agenda Item: **10a**

MEMORANDUM

To City Council

Subject: Successor Agency to the Marina Redevelopment Agency consider adopting Resolution No. 2020- (SA-MRA), taking the final actions required to issue tax increment bonds for the Dunes on Monterey Bay project, including approving the form and authorizing distribution of two preliminary official statements in connection with the offering and sale of two series of tax allocation bonds by the Successor Agency to make payments on an enforceable obligation, and approving related documents and actions

On May 5, 2020 the City Council had discussion and made comments relating to issuance of tax increment bonds for the Dunes on Monterey Project and continued the meeting to May 19, 2020 .

Attached are updates to the Preliminary Official Statements for the Series 2020 A and Series 2020 B Bonds

Quint & Thimmig LLP
Attorneys at Law

900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726

Phone: 415/765-1550
Fax: 415/765-1555

May 14, 2020

VIA EMAIL

TO THOSE LISTED ON THE ATTACHED DISTRIBUTION LIST

Re: Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A and Housing Tax Allocation Bonds, Series 2020B

A Councilmember raised concerns regarding statements in the drafts of the Preliminary Official Statements that appeared to imply that all necessary land use approvals for certain improvements that MCP plans to construct have been provided by the City Council. To make it clear that additional land use approvals by the City Council are required for some of the planned improvements, I have revised a page from each of the two Preliminary Official Statements.

Accompanying this letter are the following documents:

1. The applicable page from the Preliminary Official Statement for the Series 2020A Bonds, marked to show changes made to it;
2. Complete copy of the revised Preliminary Official Statement for the Series 2020A Bonds, without the changes marked;
3. The applicable page from the Preliminary Official Statement for the Series 2020B Bonds, marked to show changes made to it; and
4. Complete copy of the Preliminary Official Statement for the Series 2020B Bonds, without the changes marked;

Please let me know if you have any questions with respect to the documents included with this letter.

Very truly yours,

Paul J. Thimmig /cra

Paul J. Thimmig

PJT:cra
Enclosures

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A
and
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

DISTRIBUTION LIST
(May 14, 2020)

ISSUER

-Layne Long,
City Manager
-Jeff Crechriou
Airport Services Manager
CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1278 (Long)
(831) 241-8628 (Crechriou)
Email: llong@cityofmarina.org
jcrechriou@cityofmarina.org

SUCCESSOR AGENCY COUNSEL

-Karen M. Tiedemann, Esq.
GOLDFARB & LIPMAN LLP
1300 Clay Street, 11th Floor
City Center Plaza
Oakland, CA 94612
(510) 836-6336
(510) 836-1035
Email: ktiedemann@goldfarblipman.com

MUNICIPAL ADVISOR

-David Brodsly,
Managing Director
-Dan Cox,
Vice President
-Nedko Nedev,
Vice President
-Ellen Hall,
Public Finance Assistant
KNN PUBLIC FINANCE
1300 Clay Street, Suite 1000
Oakland, CA 94612
(510) 208-8205 (Brodsly)
(510) 208-8218 (Cox)
(510) 208-8288 (Nedev)
(510) 208-8204 (Hall)
(510) 208-8282 [FAX]
Email: dbrodsly@knninc.com
dcox@knninc.com
nnedev@knninc.com
ehall@knninc.com

FISCAL CONSULTANT

-David Doezema
KEYSER MARSTON ASSOCIATES, INC.
2040 Bancroft Way, Suite 302
Berkeley, CA 94704
(415) 398-3050 Ext. 231
(415) 397-5065 [FAX]
Email: ddoezema@keysermarston.com

DEVELOPER

-Gary Teunissen,
Vice President Finance
-Don Hofer,
Vice President Community Development
-April Storey,
Director Accounting
SHEA HOMES
2630 Shea Center Drive
Livermore, CA 94551
(916) 799-1244 (Teunissen-cell)
(925) 245-3632 (Hofer)
(480) 348-6104 (Storey)
Email: gary.teunissen@sheahomes.com
don.hofer@sheahomes.com
april.storey@sheahomes.com

-Doug Yount,
Project Director
SHEA HOMES – MARINA COMMUNITY PARTNERS
100 12th Street, Building 2862
Marina, CA 93933
(831) 384-1018
(831) 277-3918 (cell)
Email: doug.yount@sheahomes.com

DEVELOPER'S COUNSEL

-Joseph E. Coomes, Esq.
BEST BEST & KRIEGER LLP
500 Capital Mall, Suite 1700
Sacramento, CA 9581
(916) 715–0112
Email: joe.coomes@bbklaw.com

UNDERWRITER

-James Cervantes,
Managing Director
-Eileen Gallagher,
Managing Director
-Vince Lazalde,
Director
STIFEL NICOLAUS & COMPANY, INCORPORATED
One Montgomery Street, 35th Floor
San Francisco, CA 94104
(415) 364-6837 (Cervantes)
(415) 364-6829 (Gallagher)
(415) 364-5934 (Lazalde)
(415) 364-7765 [FAX]
Email: jcervantes@stifel.com
egallagher@stifel.com
vlazalde@stifel.com

UNDERWRITER'S COUNSEL

-Brian P. Forbath, Esq.
STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach CA 92660-6401
(949) 725-4000 (main)
(949) 725-4193
(949) 823-5073 [FAX]
Email: bforbath@sycr.com

TRUSTEE

-Sonia N. Flores,
Vice President
MUFG UNION BANK, N.A.
350 California Street, 11th Floor MC H-1103
San Francisco, CA 94104
(415) 273-2519
(415) 273-2492 [FAX]
Email: sonia.flores@unionbank.com

TRUSTEE'S COUNSEL

[to come]

DISSEMINATION AGENT

-James V. Fabian
APPLIED BEST PRACTICES, LLC
19900 Macarthur Blvd
Irvine, CA 92612
(949) 660-7307
Email: jfabian@fieldman.com

BOND COUNSEL

-Paul Thimmig, Esq.
QUINT & THIMMIG LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
(415) 925-4200
(415) 925-4201 [FAX]
Email: pthimmig@qtllp.com

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MARKED TO SHOW CHANGES. (5/14/20)

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$2,760,000*
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY TAX ALLOCATION BONDS, SERIES 2020A

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $2,760,000* Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,905,000 initial principal amount of Tax Allocation Bonds, Series 2018A (the "2018A Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018A Bonds are payable from and secured by a first lien on the Pledged Non-Housing Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay development described herein, and moneys in a Series A Debt Service Fund (other than a Reserve Account therein which secures only the 2018A Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020A Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018A Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund (other than the Reserve Account and the Series 2020A Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Housing Tax Allocation Bonds, Series 2020B (the "Series B Bonds"), in addition to the Bonds. The Series B Bonds are separately secured under the Indenture, and the Series B Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series B Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE
(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. These improvements, and other improvements in future phases of the Dunes project, are subject in many cases to City Council discretionary land use approvals that may or may not be granted by the City Council. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, ~~,~~ final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021. Certain improvements in future phases are subject to City Council discretionary land use approvals that may or may not be granted by the City Council.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land development

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$2,760,000*
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY TAX ALLOCATION BONDS, SERIES 2020A

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $2,760,000* Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,905,000 initial principal amount of Tax Allocation Bonds, Series 2018A (the "2018A Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018A Bonds are payable from and secured by a first lien on the Pledged Non-Housing Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay development described herein, and moneys in a Series A Debt Service Fund (other than a Reserve Account therein which secures only the 2018A Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020A Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018A Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund (other than the Reserve Account and the Series 2020A Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Housing Tax Allocation Bonds, Series 2020B (the "Series B Bonds"), in addition to the Bonds. The Series B Bonds are separately secured under the Indenture, and the Series B Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series B Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE

(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

$2,760,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

MATURITY SCHEDULE

$_____ Serial Bonds

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___
$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___

† Copyright 2020, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services Bureau, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the Successor Agency or the Underwriter and are included solely for the convenience of the holders of the Bonds. Neither the Successor Agency nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

* Preliminary, subject to change.

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY BOARD OF DIRECTORS*

Bruce Carlos Delgado, *Chair/Mayor*
Frank O'Connell, *Councilmember*
Gail Morton, *Councilmember*
Lisa Berkley, *Councilmember*
Adam Urrutia, *Councilmember*

SUCCESSOR AGENCY/CITY OFFICIALS

Layne Long, *City Manager*
Eric Frost, *City Finance Director*
Anita Shepherd-Sharp, *Board Secretary/Deputy City Clerk*

PROFESSIONAL SERVICES

Successor Agency General Counsel
Goldfarb & Lipman LLP
Oakland, California

Municipal Advisor
KNN Public Finance, LLC
Oakland, California

Fiscal Consultant
Keyser Marston Associates, Inc.
Berkeley, California

Bond Counsel and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Trustee
MUFG Union Bank, N.A.
San Francisco, California

Dissemination Agent
Applied Best Practices, LLC
Irvine, California

* The City Council of the City of Marina, California, serves as the Governing Board of the Successor Agency.

TABLE OF CONTENTS

INTRODUCTION 1
Authority and Purpose 1
The City, the Former Agency and the Successor Agency 1
The Former Agency Obligation 2
The Merged Redevelopment Projects 4
Tax Increment Financing 5
Authority to Issue Bonds 5
Security for the Bonds 5
Outstanding Parity Debt 7
Reserve Account 7
Limited Obligation 8
Additional Parity Debt 8
Professionals Involved in the Offering 8
Further Information 9
FINANCING PLAN 9
The Infrastructure Note 9
Related Obligation 10
Sources and Uses of Funds 11
Debt Service Schedule 11
THE BONDS 12
Authority for Issuance 12
Description of the Bonds 12
Redemption 12
THE DISSOLUTION ACT 15
Recognized Obligation Payment Schedules 16
SECURITY FOR THE BONDS 18
Pledge Under the Indenture 18
Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds 19
Flow of Funds Under the Indenture 20
Reserve Account 23
Limited Obligation 24
Recognized Obligation Payment Schedules 24
County Administrative Fees 26
Pass-Through Payments 26
The 2000 Bonds 27
Parity Debt 27
Series B Bonds 29
PROPERTY TAXATION IN CALIFORNIA 29
Property Tax Collection Procedures 29
Unitary Property 31
Article XIIIA of the State Constitution 31
Appropriations Limitation—Article XIIIB 33
Proposition 87 33
Appeals of Assessed Values 33
Propositions 218 and 26 34
Future Initiatives 34
THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY 34
Successor Agency Powers 35
Status of Compliance with Dissolution Act 35
Plan Limits 35
THE DUNES PORTION OF THE MERGED PROJECT AREAS 36
Land Use 39
Historical Assessed Values 39
Largest Taxpayers 40
Historic and Estimated Pledged Non-Housing Funds 41
Assessment Appeals 42
New Development 45
Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage 45
THE DUNES DEVELOPMENT 47
Overview 47
Multiple Use/Urban Design 47
Village Center 47
Retail Nodes 48
Office/Research and Development/Light Industrial 48
Arts District 48
Residential 48
Parks, Open Space, Pedestrian and Bicycle Connections 49
Entitlements 49
Environmental Conditions 50
Development Program/Phasing 53
Development/Construction Completed to Date 55
Future Development 55
The Developer 56
RISK FACTORS 57
Limited Source of Funds to Repay Bonds 58
Recognized Obligation Payment Schedule 58
Challenges to Dissolution Act 59
Reduction in Taxable Value 60
Limitations on Remedies 60
Risks to Real Estate Market 61
Concentration of Property Ownership 61
Reduction in Inflationary Rate 61
Development Risks 62
Future Land Use Regulations and Growth Control Initiatives 62
Assessment Appeals 62
Levy and Collection of Taxes 63
Bankruptcy and Foreclosure 63
Estimated Revenues 63
Seismic Factors and Flooding 64
Hazardous Substances 64
Covid-19 64
Changes in the Law 66
Loss of Tax-Exemption 66
Secondary Market 66
TAX MATTERS 66
UNDERWRITING 68
MUNICIPAL ADVISOR 68
LEGAL OPINIONS 69
LITIGATION 69
NO RATING 69
CONTINUING DISCLOSURE 69
AUDITED FINANCIAL STATEMENTS 70
MISCELLANEOUS 70

APPENDIX A SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
APPENDIX B FORM OF OPINION OF BOND COUNSEL
APPENDIX C BOOK-ENTRY ONLY SYSTEM
APPENDIX D FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2017
APPENDIX F GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY
APPENDIX G FISCAL CONSULTANT'S REPORT

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Successor Agency.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Successor Agency, Marina Community Partners, LLC, the Dunes development or any of the Merged Project Areas since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over-allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

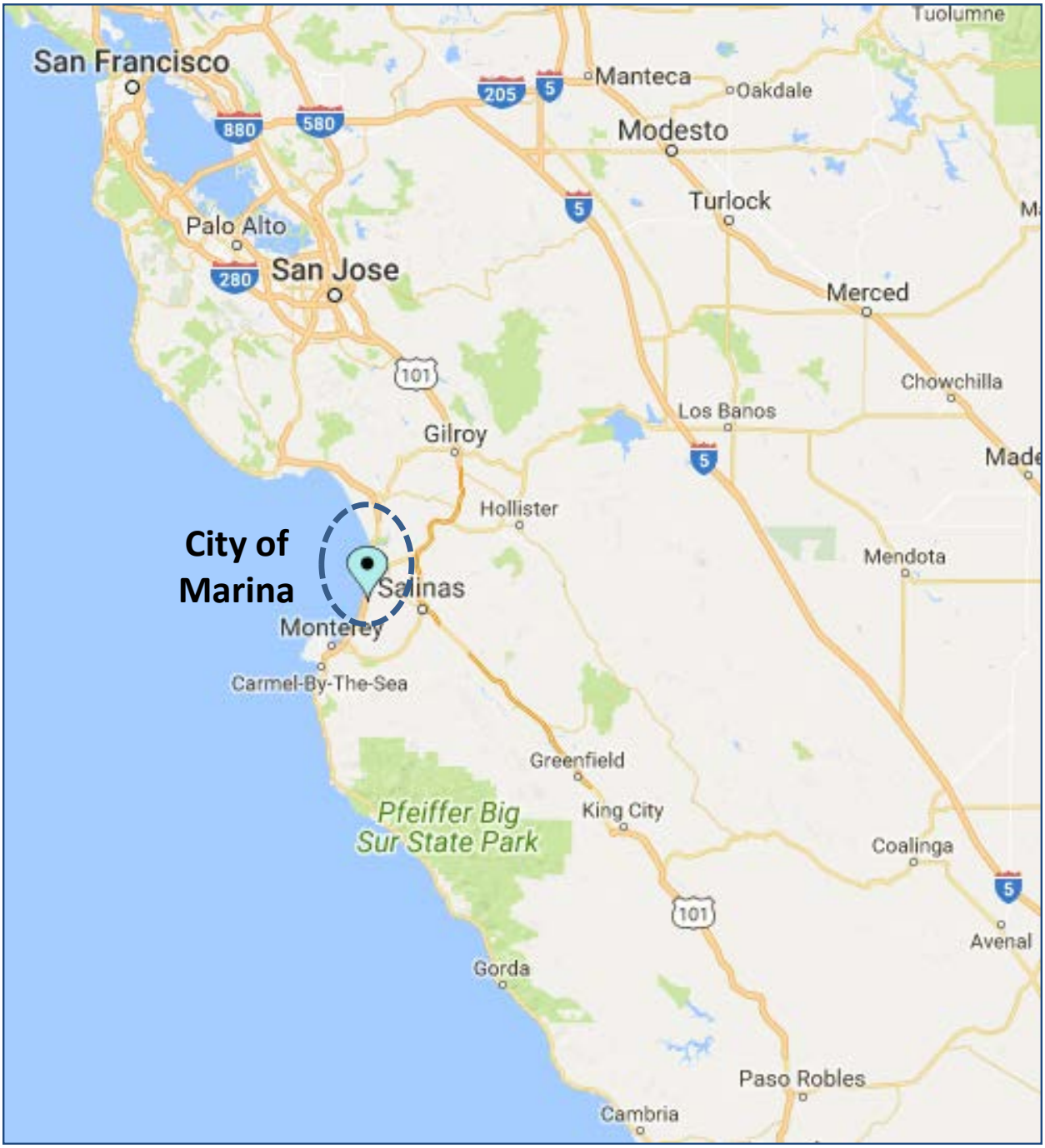
Bonds are Exempt from Securities Laws Registration. The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under section 3(a)(2) of the Securities Act of 1933 and section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, section 21E of the United States Securities Exchange Act of 1934, as amended, and section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE SUCCESSOR AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Website. The City of Marina, California, maintains an Internet website, but the information on the website is not incorporated by reference in or otherwise a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF MARINA

REGIONAL LOCATION MAP



OFFICIAL STATEMENT

$2,760,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

INTRODUCTION

This Official Statement, including the cover page, is provided to furnish information in connection with the sale by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") of its $2,760,000* Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"). Capitalized terms used in this Official Statement and not defined herein have the meanings given to them in the Indenture referred to below. See APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions.

Authority and Purpose

The Successor Agency is issuing the Bonds pursuant to authority granted by section 34177.5(a)(4) of the California Health & Safety Code, Resolution No. 2020-01 (SA-MRA) adopted by the Board of Directors of the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). See "THE BONDS—Authority for Issuance." The Successor Agency is issuing the Bonds to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008 (the "Infrastructure Note") of the former Marina Redevelopment Agency (the "Former Agency") for the benefit of Marina Community Partners, LLC (the "Developer"), (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Infrastructure Note. See "FINANCING PLAN—The Infrastructure Note." The Bonds constitute Parity Bonds under the Indenture, secured on a parity with the 2018A Bonds issued by the Successor Agency on July 26, 2018, to the extent provided in the Indenture. See "INTRODUCTION—Outstanding Parity Debt" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Successor Agency has also issued under, and the Indenture also provides for, the issuance of two series of the Successor Agency's Housing Tax Allocation Bonds, including Series 2018B (the "Series 2018B Bonds") issued on July 26, 2018 in the initial principal amount of $6,585,000 and Series 2020B (collectively, with the Series 2018B Bonds, the "Series B Bonds") to be issued concurrently with the issuance of the Bonds, proceeds of which have been and will be, as applicable, used to satisfy certain other monetary obligations of the Successor Agency to the Developer. See "FINANCING PLAN—Related Obligation." The Series B Bonds are separately secured under the Indenture, and are payable from certain funds that are not pledged to or available for payment of the Bonds. See "SECURITY FOR THE BONDS—Series B Bonds."

The City, the Former Agency and the Successor Agency

City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, adjacent to the City of

* Preliminary, subject to change.

Seaside and unincorporated Monterey County. The City includes an area of approximately 9.6 square miles and is located approximately 75 miles south of the City of San Jose, 110 miles south of the City of San Francisco, 8 miles north of the City of Monterey and 8 miles west of the City of Salinas. Monterey County is bordered on the north by Santa Cruz County, on the east by San Benito County and Kings County and on the south by San Luis Obispo County. For general information regarding the City and the County see APPENDIX F—GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY.

The City has no responsibility whatsoever for the repayment of the Bonds. See "SECURITY FOR THE BONDS—Limited Obligation."

Former Agency. The Former Agency was activated on June 18, 1985 pursuant to the California Community Redevelopment Law (referred to in this Official Statement as the "Redevelopment Law") and Ordinance No. 85-6 adopted by the City Council. The members of the City Council served as the governing board of the Former Agency.

Dissolution Act. On June 29, 2011, Assembly Bill No. 26 ("AB 1X 26") was enacted together with a companion bill, Assembly Bill No. 27 ("AB 1X 27"). The provisions of AB 1X 26 provided for the dissolution of all redevelopment agencies statewide. The provisions of AB 1X 27 permitted redevelopment agencies to avoid such dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (2011), challenging the constitutionality of AB 1X 26 and AB 1X 27. On December 27, 2011, in its decision in that lawsuit, the California Supreme Court largely upheld AB 1X 26, invalidated AB 1X 27, and held that AB 1X 26 may be severed from AB 1X 27 and enforced independently. As a result of AB 1X 26 and the decision of the California Supreme Court in the *California Redevelopment Association* case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Former Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The primary provisions enacted by AB 1X 26 relating to the dissolution and wind down of former redevelopment agency affairs are found in Parts 1.8 (commencing with section 34161) and 1.85 (commencing with section 34170) of Division 24 of the Health and Safety Code of the State, as amended, including by Assembly Bill No. 1484 ("AB 1484"), enacted on June 27, 2012 as Chapter 26, Statutes of 2012, and on September 22, 2015 by Senate Bill 107 ("SB 107"), enacted as Chapter 325, Statutes of 2015. The provisions of Part 1.85, as amended by AB 1484 and SB 107 and other amendments are referred to in this Official Statement as the "Dissolution Act." The Redevelopment Law together with the Dissolution Act and the acts amendatory thereof and supplemental thereto are sometimes referred to in this Official Statement as, the "Law."

Successor Agency. Pursuant to section 34173 of the Dissolution Act, the City Council of the City adopted Resolution No. 2012-01 on January 10, 2012, pursuant to which the City made an election to serve as the Successor Agency to the Former Agency. However, subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate legal entity from the City, that the two entities shall not merge and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City. See "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY."

The Former Agency Obligation

Prior to its dissolution, the Former Agency entered into a number of agreements with Marina Community Partners, LLC (the "Developer") in connection with The Dunes on Monterey

Bay development (the "Dunes"), a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned, mixed-use development on the former Fort Ord Army base located in the City. See "THE DUNES DEVELOPMENT." These agreements included a Disposition and Development Agreement dated as of May 31, 2005 (the "Original DDA"), an Implementation Agreement dated as of September 9, 2006 (the "First Implementation Agreement") and a Second Implementation Agreement, dated as of August 5, 2008 (the "Second Implementation Agreement" and collectively with the Original DDA and the First Implementation Agreement, the "DDA"), and a Tax Increment Financing Plan and Agreement, dated August 5, 2008 (the "Financing Plan").

As part of the Second Implementation Agreement, the Former Agency and the Developer entered into the Financing Plan that specified the terms of certain payments to the Developer. In connection with the Financing Plan, the Former Agency issued a Promissory Note and Agreement, dated August 5, 2008, for the benefit of the Developer (the "Infrastructure Note"), and a separate Promissory Note and Agreement, also dated August 5, 2008, for the benefit of the Developer (the "Housing Note," and together with the Infrastructure Note, the "Promissory Notes"). Collectively, the DDA, the Financing Plan and the Promissory Notes are referred to herein as the "Former Agency Obligation." The Second Implementation Agreement committed the Former Agency to pay to the Developer, in reimbursement for Eligible Project Costs (as such term is defined in the Financing Plan) incurred by the Developer in connection with the Dunes development, certain "Available Non-Housing Tax Increment Funds" generated by the Dunes development, as evidenced by the Infrastructure Note. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Promissory Notes.

Under the terms of the DDA and the Financing Plan, the Developer has submitted two invoices detailing its accumulated Eligible Project Costs (consisting of development costs attributable to land development and on-site and off-site public improvements related to the Dunes development), including one to the Former Agency for $48,411,751 on August 5, 2008, and one to the Successor Agency for $50,305,704 on May 17, 2018. The Infrastructure Note is payable from certain Available Non-Housing Tax Increment Funds arising from the Dunes development. The Former Agency and then Successor Agency have been making payments on the Infrastructure Note from the obligated Available Non-Housing Tax Increment Funds since December of 2008, and on July 26, 2018, the Successor Agency issued the 2018A Bonds, $6,793,518.62 of the proceeds of which were used to make a payment on the Infrastructure Note (see "INTRODUCTION—Outstanding Parity Debt"). The current outstanding balance of the Infrastructure Note is $87,673,022. The Successor Agency's payment obligations under the Former Agency Obligation have been included on the Successor Agency's Recognized Obligation Payment Schedules, which have been approved by the Oversight Board and the California Department of Finance (the "DOF"). The Bonds and the payment on the Infrastructure Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Financing Plan provides that the Developer may request that the Former Agency issue bonds to make lump sum payments on the Infrastructure Note, with the bonds payable from and secured by a pledge of the Pledged Non-Housing Funds (which include the Available Non-Housing Tax Increment Funds and subordinated Statutory Pass-Through Amounts allocated to the Dunes development, as further described below), and that the Former Agency will act reasonably and in good faith to issue such bonds. As previously mentioned, the Successor Agency has succeeded to the Former Agency's obligations under the DDA, the Financing Plan and the Infrastructure Note. The Developer has requested that the Successor Agency issue the Bonds in accordance with the requirements of the Financing Plan. The net proceeds of the Bonds

will be used to make a lump sum payment on the Infrastructure Note following the issuance and delivery of the Bonds.

The Financing Plan obligates the Successor Agency to use the Available Non-Housing Tax Increment Funds allocated to the Successor Agency for each fiscal year with the fiscal year commencing July 1, 2008 and ending, subject to the terms of the Financing Plan, in October, 2037 (the "Payment Obligation Period") to make payments due on the Infrastructure Note, and to periodically issue additional bonded indebtedness. In any event any Parity Debt issued at any time during the Payment Obligation Period may have a term of not less than twenty years from the date it is incurred (see, however, "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits" for a provision of the Redevelopment Law which would limit the last day for repayment of Parity Debt to June 30, 2048). It is expected that the Successor Agency will issue additional bonds secured under the Indenture on a parity with the Bonds and the 2018A Bonds, as the Available Non-Housing Tax Increment Funds arising from the Dunes increase as development of the Dunes continues to occur. See "SECURITY FOR THE BONDS—Parity Debt."

The Pledged Non-Housing Funds to be used to pay debt service on the Bonds, the 2018A Bonds and any additional Parity Debt are payable from amounts in the Redevelopment Obligation Retirement Fund of the Successor Agency into which they are deposited. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Merged Redevelopment Projects

The City has three redevelopment project areas which have been fiscally merged, which are collectively referred to in this Official Statement as the "Merged Project Areas." The Merged Project Areas include the Redevelopment Project No. 3, formerly known as the Fort Ord Redevelopment Project Area (the "Fort Ord Project") that was established in 1999, and includes 1,805 acres; the Marina Municipal Airport Area Project (the "Airport Project") that was established in 1997, and includes 1,391 acres; and the Marina Redevelopment Project (the "Marina Project") that was established in 1986, and includes 168 acres. In total, the Merged Project Areas encompass approximately 3,364 acres. The Fort Ord Project and the Airport Project were both part of the decommissioned Fort Ord military base. The Marina Project includes commercial and residential areas in the central part of the City. The three areas were fiscally merged in 2009 by adoption of City Ordinance Nos. 2009-08, 2009-09 and 2009-10.

The Tax Revenues from the Merged Project Areas are required to be deposited to the Redevelopment Property Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund established and maintained by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds." The merger of the three project areas had no effect on the priority of a pledge of tax increment from one of the merged project areas to pay indebtedness incurred and outstanding in that project area at the time of the merger,

and thus had no effect on the provisions of the pledge of the Pledged Non-Housing Funds to the payment of the Bonds.

Tax Increment Financing

Prior to the enactment of AB 1X 26, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopted the redevelopment plan became the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies receiving property taxes thereafter received only that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion of property taxes produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of redevelopment agency obligations.

Authority to Issue Bonds

The Dissolution Act authorizes a successor agency to issue bonds to satisfy enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, and the enforceable obligations also include the obligation to issue bonds secured by that pledge. The Former Agency Obligation, as evidenced by the Financing Plan including the Infrastructure Note, includes such an irrevocable pledge and obligation to issue bonds. The net proceeds of the Bonds will be used to make a payment on the Infrastructure Note.

The Successor Agency approved the issuance of the Bonds on February 19, 2020, the Oversight Board of the Successor Agency approved the issuance of the Bonds on February 27, 2020, and the Department of Finance of the State of California approved the portion of the Oversight Board's Resolution approving the issuance of the Bonds on April 15, 2020. See "THE BONDS—Authority for Issuance."

Security for the Bonds

The Dissolution Act requires the Monterey County Auditor-Controller (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Former Agency from the Merged Project Areas had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, and will be included in the Successor Agency's Recognized Obligation Payment Schedules. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized under the Dissolution Act, such as the Bonds, are taxes allocated to the Successor Agency pursuant to the provisions of the Redevelopment Law and the California State Constitution.

Property tax revenues are allocated to the Successor Agency on a semi-annual basis based on a Recognized Obligation Payment Schedule submitted by the Successor Agency to an oversight board (the "Oversight Board") and the California Department of Finance (the "DOF"). The County Auditor-Controller distributes funds from the Redevelopment Property Tax Trust Fund in the order specified in the Dissolution Act. The Successor Agency's payment obligations under the Former Agency Obligation have been consistently included on the Successor Agency's Recognized Obligation Payment Schedules since the Dissolution Act became effective. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

Pursuant to the Indenture, and in accordance with the Financing Plan, the Bonds are secured by a pledge of the Pledged Non-Housing Funds generated by the Dunes development. Specifically, the Bonds are limited obligations of the Successor Agency payable solely from and secured by the pledge of Pledged Non-Housing Funds deposited to the Redevelopment Obligation Retirement Fund and moneys on deposit in the Series A Debt Service Fund, including the Series 2020A Reserve Account therein, established under the Indenture. As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Historic and Estimated Pledged Non-Housing Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Pledged Non-Housing Funds and the Available Non-Housing Tax Increment Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on certain bonds issued by the Former Agency in 2000, currently outstanding in the principal amount of $375,000 (the "2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that then Tax Revenues will include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution. Pledged Non-Housing Funds is defined in the Indenture as the sum of the Available Non-Housing Tax Increment Funds, together with Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Redevelopment Law that have been subordinated to the payment of the Bonds (see "SECURITY FOR THE BONDS—Pass-Through Payments").

The term "Available Non-Housing Tax Increment Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency pursuant to Sections 33492.71(c)(1)(B) and 33492.71(c)(1)(D) of the Law from the Fort Ord Project area and generated by the Dunes development, less the development's annual proportionate share of: (i) the County administrative charge, (ii) the amount that would have been required, prior to the dissolution of the Former Agency, to be deposited in the Former Agency's Low and Moderate Income Housing Fund (twenty percent (20%) of tax increment revenues), (iii) the Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Law, and (iv) the retention by the Successor Agency of ten percent (10%) of the sum remaining after subtracting amounts under (i) through (iii), above.

Based on the foregoing, **only the Pledged Non-Housing Funds attributable to the Dunes development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series A Debt Service Fund. Moreover, successor agencies have no power to levy property taxes and must rely on the allocation of taxes as described above. See "RISK FACTORS."

Outstanding Parity Debt

On July 26, 2018, the Successor Agency issued $6,905,000 of its Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series A (the "2018A Bonds") under the Indenture, proceeds of which were used to make a lump sum payment on the Infrastructure Note. The Bonds are secured on a parity with the 2018A Bonds under the Indenture, except that amounts in the Reserve Account thereunder secure only the payment of the 2018A Bonds, and amounts in the Series 2020A Reserve Account thereunder secure only the payment of the Bonds. The 2018A Bonds are currently outstanding in the principal amount of $6,535,000.

The Bonds constitute "Parity Debt" under and as defined in the Indenture. The Indenture allows for the issuance of additional Parity Debt subject to the provisions of the Indenture (see "INTRODUCTION—Additional Parity Debt" and "SECURITY FOR THE BONDS—Additional Parity Debt."

Reserve Account

A reserve account (the "Series 2020A Reserve Account") will be established within the Series A Debt Service Fund and held by the Trustee under the Indenture in order to secure the payment of principal of and interest on the Bonds in an amount, as of the Closing Date, equal to the Reserve Requirement. The term "*Reserve Requirement*" means, as of any date of calculation, an amount equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018A Bonds and any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018A Bonds and any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018A Bonds and any additional Parity Debt).

If, on any Interest Payment Date for the Bonds, the amounts on deposit in the Series A Debt Service Fund under the Indenture are not sufficient to pay any principal of and interest due on the Bonds, the Trustee will draw on the Series 2020A Reserve Account to make transfers to the Interest Account, the Principal Account or the Sinking Account of the Series A Debt Service Fund, in that order, to make up any such deficiency. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "—Reserve Account" and APPENDIX A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" for additional information on the Series 2020A Reserve Account.

Under the Indenture, amounts in the Series 2020A Reserve Fund only secure payment of the Bonds, and not any 2018A Bonds or additional Parity Debt. The Successor Agency may, but is not required, to establish a separate reserve fund for any additional Parity Debt that may be issued in the future.

Limited Obligation

The Bonds are limited obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from the Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund and the accounts therein pledged therefore under the Indenture. The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable thereon. **The Bonds are not payable out of any funds other than those pledged to the payment of the Bonds in the Indenture, consisting solely of the Pledged Non-Housing Funds and investment earnings on the amounts in the accounts within the Series A Debt Service Fund.** No member of the Board of Directors of the Successor Agency, officer, agent, or employee of the Successor Agency, or member of the Board of Directors of the Oversight Board or of the County Board of Supervisors, or any person executing the Bonds, is liable personally on the Bonds by reason of their issuance.

Additional Parity Debt

The Indenture permits the issuance of additional Parity Debt secured by a pledge of Available Non-Housing Tax Increment Funds and other amounts pledged to the payment of the Bonds and the 2018A Bonds (except amounts in the Reserve Account, which are pledged only to the payment of the 2018A Bonds, and amounts in the Series 2020A Reserve Account, which are pledged only to the payment of the Bonds) on a parity with the pledge thereof to the payment of the Bonds under the Indenture, under certain circumstances. See "SECURITY FOR THE BONDS—Parity Debt."

Professionals Involved in the Offering

KNN Public Finance, LLC, Oakland, California (the "Municipal Advisor"), has served as municipal advisor to the Successor Agency and has advised the Successor Agency with respect to the financial structure of the Bonds and as to other financial aspects related to the Bonds.

Keyser Marston Associates, Inc., Berkeley, California, has acted as fiscal consultant to the Successor Agency (the "Fiscal Consultant") and advised the Successor Agency as to the taxable values and the revenues projected to be available to pay debt service on the Bonds as referenced in this Official Statement. The report prepared by the Fiscal Consultant is referred to in this Official Statement as the "Fiscal Consultant's Report." See APPENDIX G—FISCAL CONSULTANT'S REPORT.

MUFG Union Bank, N.A., San Francisco, California, will act as Trustee for the Bonds under the Indenture. Applied Best Practices, LLC, Irvine, California will serve as the Dissemination Agent under the Continuing Disclosure Certificate for the Bonds.

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Quint & Thimmig LLP is also acting as Disclosure Counsel to the Successor Agency for the Bonds. Goldfarb & Lipman LLP, Oakland, California, acting as general counsel to the Successor Agency, will render an opinion as to certain legal matters on behalf of the Successor

Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel.

Further Information

Brief descriptions of the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Successor Agency, the Former Agency, the Former Agency Obligation and the Dunes portion of the Merged Project Areas are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Constitution and the laws of the State, the Former Agency Obligation, as well as the proceedings of the Former Agency and the Successor Agency, are qualified in their entirety by reference to such documents and laws. References in this Official Statement to the Bonds are qualified in their entirety by the form thereof included in the Indenture and by the provisions of the Indenture.

During the period of the offering of the Bonds, copies of the forms of all documents described herein are available upon written request from the City of Marina, 211 Hillcrest Avenue, Marina, California 93933, Attention: Finance Director. The City may impose a charge for the copying, mailing and handling of documents.

FINANCING PLAN

The Infrastructure Note

As described under the heading "INTRODUCTION—The Former Agency Obligation," the Former Agency entered into various agreements with the Developer that obligated the Former Agency to use Available Non-Housing Tax Increment Funds arising during the Payment Obligation Period to reimburse the Developer for Eligible Project Costs incurred by the Developer, as evidenced by the Infrastructure Note. Eligible Project Costs include costs of the Dunes development attributable to land development and on-site and off-site public improvements paid by the Developer under the terms of the DDA and development approvals related thereto, and also may include fees imposed by the Fort Ord Reuse Authority for certain infrastructure, and certain amounts that may be attributable to increases in fees of the Marina Coast Water District related to collection and capacity charges for sewer and water associated with the Dunes development. To date, the Developer has submitted two invoices, one to the Former Agency and one to the Successor Agency, detailing a total of $98,717,455 of Eligible Project Costs, of which $87,673,022 remains unpaid.

The first payment of Available Non-Housing Tax Increment Funds on the Infrastructure Note was made to the Developer in the second quarter of 2009, with payments continuing since then. Proceeds of the 2018A Bonds were used to make a lump sum payment on the Infrastructure Note on July 26, 2018. The Developer has agreed to waive its rights to direct payment of the Available Non-Housing Tax Increment Payments to it under the Infrastructure Note, to the use of such funds for the payments due on the Bonds, the 2018A Bonds and any additional Parity Debt. The proceeds of the Bonds (and of any additional Parity Debt) used to make a payment to Developer will be credited to the amount due by the Successor Agency to the Developer on the Infrastructure Note.

Any balance of the Infrastructure Note not paid from Available Non-Housing Tax Increment Funds arising during the Payment Obligation Period, or from proceeds of the Bonds or additional Parity Debt issued or incurred during the Payment Obligation Period, will

effectively be forgiven. Under the provisions of the Former Agency Obligation, the Payment Obligation Period ends in October, 2037. Parity Debt incurred during the Payment Obligation Period may have term of not less than twenty (20) years from the date it is incurred (see, however, "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits" for a provision of the Redevelopment Law which would limit the last day for repayment of Parity Debt to June 30, 2048).

In addition to providing for a payment to the Developer on the Infrastructure Note, the proceeds of the Bonds will be used to fund a Series 2020A Reserve Account for the Bonds and to pay the costs of issuance of the Bonds. Funds pledged under the Indenture to the payment of the Series B Bonds (see "—Related Obligation" below) are not in any way pledged to, or will be available for, payment of the debt service on the Bonds.

The Indenture allows for the issuance of additional Parity Debt, secured under the Indenture on a parity with the Bonds and the 2018A Bonds (except that amounts in the Reserve Account that are pledged solely to the payment of the 2018A Bonds and amounts in the Series 2020A Reserve Account are pledged solely to the payment of the Bonds), during the Payment Obligation Period. See "SECURITY FOR THE BONDS—Parity Debt."

Related Obligation

The Former Agency Obligation, including the Financing Plan, provided for the issuance by the Former Agency of the Housing Note, in addition to the Infrastructure Note, to evidence an obligation of the Former Agency (and now of the Successor Agency) to reimburse the Developer for Eligible LMIHF Costs. The Successor Agency issued its Housing Tax Allocation Bonds, Series 2018B on July 26, 2018 in the initial principal amount of $6,585,000 (the "2018B Bonds"), and is issuing its Housing Tax Allocation Bonds, Series 2020B (together with the 2018B Bonds, the "Series B Bonds") concurrent with the issuance of the Bonds proceeds of which have been, and will be, as applicable, used to make lump sum payments in respect of the amount owing under the Housing Note. The Successor Agency has issued and is issuing the Series B Bonds, as applicable, under the Indenture, which are secured by a pledge of Available LMIHF Funds and amounts in a Series B Debt Service Fund established under the Indenture. The Available Non-Housing Tax Increment Funds and amounts in the Series A Debt Service Fund are not pledged to or available for the payment of debt service on the Series B Bonds, and the Available LMIHF Funds and amounts in the Series B Debt Service Fund are not pledged to or available for the payment of debt service on the Bonds, the 2018A Bonds or any additional Parity Debt. See "SECURITY FOR THE BONDS—Series B Bonds."

Sources and Uses of Funds

The sources and uses of funds for the financing are summarized below.

Sources:	
Principal Amount of Bonds	$
Plus: Original Issue Premium	
Plus: Available Non-Housing Funds held by the Successor Agency	
Total Sources	$
Uses:	
Deposit to Developer Payment Fund(1)	$
Deposit to Reserve Account(2)	
Costs of Issuance(3)	
Total Uses	$

(1) To be used to make a lump sum payment on the Infrastructure Note on the date of issuance of the Bonds. See "FINANCING PLAN— The Infrastructure Note."
(2) Equal to the initial Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS-Reserve Account."
(3) Costs of issuance include the Underwriter's discount, fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, the Trustee, the City, the Successor Agency and Successor Agency counsel, printing expenses and other costs related to the issuance of the Bonds.

Debt Service Schedule

The following table shows the annual debt service schedule for the Bonds and the 2018A Bonds, assuming no optional redemption of the Bonds or the 2018A Bonds prior to their respective maturities.

Bond Year Ending	2018A Bonds		Bonds		
September 1	Principal	Interest	Principal	Interest	Total
Totals					

THE BONDS

Authority for Issuance

The Bonds were authorized to be issued, and the Indenture was authorized to be executed, by the Successor Agency pursuant to Resolution No. 2020-01 (SA-MRA), adopted by the Board of Directors of the Successor Agency on February 19, 2020. The issuance of the Bonds by the Successor Agency was approved by the Oversight Board of the Successor Agency pursuant to its Resolution No. 2020-10, adopted on February 27, 2020 (the "Oversight Board Resolution").

Pursuant to the Dissolution Act, written notice of the adoption of the Oversight Board Resolution was provided to the DOF. On April 15, 2020, the DOF provided a letter to the Successor Agency stating that based on the DOF's review and application of the law, the portion of the Oversight Board Resolution approving the issuance of the Bonds is approved by the DOF.

Section 34177.5 of the Dissolution Act provides that when, as here, a successor agency issues bonds with the approval of the oversight board and the DOF, the oversight board may not unilaterally approve any amendments to or early termination of the bonds, and the scheduled payments on the bonds shall be listed in the Recognized Obligation Payment Schedules and are not subject to further review and approval by the DOF or the California State Controller.

Description of the Bonds

The Bonds will be issued and delivered in fully-registered form without coupons in the denomination of $5,000 or any integral multiple thereof for each maturity of each series of the Bonds, initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of all of the Bonds. The initially executed and delivered Bonds will be dated the date of delivery (the "Closing Date") and will mature on September 1 in the years and in the principal amounts shown on the inside cover page of this Official Statement.

Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months at the rates shown on the inside cover page of this Official Statement, payable semiannually on March 1 and September 1 in each year, commencing on September 1, 2020, by check mailed to the registered owners thereof or upon the request of the Owners of $1,000,000 or more in principal amount of Bonds, by wire transfer to an account in the United States which shall be designated in written instructions by such Owner to the Trustee on or before the applicable Record Date. Record Date is defined in the Indenture as, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX C—BOOK-ENTRY ONLY SYSTEM.

Redemption

Optional Redemption. The Bonds maturing on or before September 1, ____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, ____, are subject to redemption at the option of the Successor Agency, on any date on or after September 1, ____, in whole or in part, among such maturities as are determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities) and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of

the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, ____ to August 31, ____	%
September 1, ____ to August 31, ____	
September 1, ____ to August 31, ____	
September 1, ____ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____ , and on each September 1 thereafter to and including September 1, ____ , at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____ , and on each September 1 thereafter to and including September 1, ____ , at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 2038 Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

Notice of Redemption. The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid) notice of any redemption at least thirty but not more than sixty days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem Bonds; but such mailing is not a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the Bonds to be redeemed, state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered (except for mandatory Sinking Account redemptions) at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds, the notice of redemption may also state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of the Indenture.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection in such manner as the Trustee shall deem appropriate and shall notify the Successor Agency thereof. All Bonds redeemed shall be canceled.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of Bonds and less than all Bonds then currently outstanding are called for redemption, the Trustee will select Bonds for redemption from Bonds then currently Outstanding and not previously called for redemption, at the written direction of the Successor Agency in such order of maturity as shall be designated by the Successor Agency, and in the absence of such direction, *pro rata* among maturities and by lot within a maturity. The Trustee will promptly notify the Successor Agency in writing of the Bonds so selected for redemption.

THE DISSOLUTION ACT

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act.

The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the Former Agency, with the same lien priority and legal effect as if the bonds had been issued prior to the effective date of AB 1X 26, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedule. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules" and "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds authorized by the Dissolution Act to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, effectively including the Pledged Non-Housing Funds pledged to the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution.

Pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution and as provided in the Redevelopment Plans for each of the Merged Project Areas, taxes levied upon taxable property in the Merged Project Areas each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the respective ordinances approving the several Redevelopment Plans, or the effective dates of ordinances approving amendments to the several Redevelopment Plans that added territory are to be divided as follows:

(a) To Taxing Agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the respective Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the related Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the respective Redevelopment Plan that added territory to the related Redevelopment Project, as applicable (each, a "base year valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) To the Former Agency/Successor Agency: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and

when collected shall be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within limitations established by the applicable Redevelopment Plan, following the date of issuance of the Bonds, when collected will be paid into a special fund of the Successor Agency. Section 34172 of the Dissolution Act provides that, for purposes of section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund shall be deemed to be a special fund of the Successor Agency to pay the debt service on indebtedness incurred by the Former Agency or the Successor Agency to finance or refinance the redevelopment projects of the Former Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

In addition, pursuant to section 34187 of the Dissolution Act, funds associated with retired enforceable obligations are required to be reallocated to taxing agencies as regular property taxes and not deposited into the Redevelopment Property Tax Trust Fund for the Successor Agency at all (however, section 34187(a)(2) of the Dissolution Act provides for retention of funds by the Successor Agency to the extent needed for payment of enforceable obligations upon authorization by the DOF).

Recognized Obligation Payment Schedules

Submission of Recognized Obligation Payment Schedule. The Dissolution Act requires successor agencies to periodically prepare, and submit to the DOF and the County Auditor-Controller for approval, an oversight board-approved recognized obligation payment schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation.

Commencing on February 1, 2016, successor agencies were transitioned to an annual Recognized Obligation Payment Schedule process pursuant to which successor agencies are required to file Recognized Obligation Payment Schedules with the DOF and the County Auditor-Controller for approval on or before each February 1 for the July 1 through June 30 period immediately following such February 1. For example, on February 1, 2020, the Successor Agency was required to file a Recognized Obligation Payment Schedule for the period commencing July 1, 2020 through June 30, 2021.

In addition, commencing on January 1, 2016, successor agencies that have received a Finding of Completion and the concurrence of the DOF as to the items that qualify for payment, among other conditions, may at their option, file a "Last and Final" Recognized Obligation Payment Schedule. If approved by the DOF, the Last and Final Recognized Obligation Payment Schedule will be binding on all parties, and the Successor Agency will no longer submit a Recognized Obligation Payment Schedule to the DOF or the Oversight Board. The county auditor-controller will remit the authorized funds to the Successor Agency in accordance with the approved Last and Final Recognized Obligation Payment Schedule until each remaining enforceable obligation has been fully paid. A Last and Final Recognized Obligation Payment Schedule may only be amended twice, and only with approval of the DOF and the County Auditor-Controller. Even though the Successor Agency has received a Finding of Completion from the DOF (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT

AGENCY—Status of Compliance With the Dissolution Act"), the Successor Agency has no current plans to file a Last and Final Recognized Obligation Payment Schedule.

Payment of Amounts Listed on the Recognized Obligation Payment Schedule. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency or the successor agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency or the successor agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and, under certain circumstances, amounts borrowed from the successor agency's low and moderate income housing fund. As described under "INTRODUCTION—The Former Agency Obligation" the Former Agency Obligation, which includes the Infrastructure Note, has been included on the Successor Agency's Recognized Obligation Payment Schedules that have been approved by the Oversight Board and the DOF. The Bonds and the payment on the Infrastructure Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF.

A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by a bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Sources of Payments for Enforceable Obligations. Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the low and moderate income housing fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance (successor agencies are entitled to receive not less than $250,000, unless that amount is reduced by the oversight board), (v) the Redevelopment Property Tax Trust Fund (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the redevelopment agency, as approved by the Oversight Board). Pursuant to SB 107, the functions of the Oversight Board will be assumed by an oversight board established for all successor agencies within the County commencing on July 1, 2018.

The Dissolution Act provides that only those payments listed in the Recognized Obligation Payment Schedule may be made by a successor agency and only from the funds specified in the Recognized Obligation Payment Schedule.

Order of Priority of Distributions from Redevelopment Property Tax Trust Fund. Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, and despite the provisions of the Dissolution Act which now provide for annual submissions by successor agencies of Recognized Obligation Payment Schedules (see discussion above under "Submission of Recognized Obligation Payment Schedules"), a county auditor-controller is to distribute funds for each six-month period after deducting permitted administrative costs of the County Auditor-Controller pursuant to Section 34183(a) of the Dissolution Act (which are deducted from deposits to the Redevelopment Property Tax Trust Fund prior to making distributions), in the following order as specified in section 34183 of the Dissolution Act:

(i) first, subject to certain adjustments for subordinations to the extent permitted under the Dissolution Act, if any (as described above under "SECURITY FOR

THE BONDS—Pass-Through Payments") and no later than each January 2 and June 1, amounts required for pass-through payments such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including negotiated pass-through agreements and statutory pass-through obligations;

(ii) second, on each January 2 and June 1, to the successor agency for payments listed in its Recognized Obligation Payment Schedule, with debt service payments scheduled to be made for tax allocation bonds having the highest priority over payments scheduled for other debts and obligations listed on the Recognized Obligation Payment Schedule;

(iii) third, on each January 2 and June 1, to the successor agency for the administrative cost allowance, as defined in the Dissolution Act; and

(iv) fourth, on each January 2 and June 1, to taxing entities any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by clauses (i) through (iii), in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in that fiscal year (without giving effect to any pass-through obligations that were established under the Redevelopment Law).

Failure to Submit a Recognized Obligation Payment Schedule. The Recognized Obligation Payment Schedule must be approved by the oversight board, and the oversight board-approved Recognized Obligation Payment Schedule must be submitted by a successor agency to the county auditor-controller and the DOF by February 1 of each year. If the successor agency does not submit a Recognized Obligation Payment Schedule by the applicable deadline, the city or county that established the former redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, if a successor agency does not submit a Recognized Obligation Payment Schedule within 10 days of the deadline, the successor agency's maximum administrative cost for the applicable period is reduced by twenty-five percent.

However, the Dissolution Act provides that, if a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the successor agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see "RISK FACTORS—Recognized Obligation Payment Schedule." To date, the Successor Agency has timely filed all required Oversight Board-approved Recognized Obligation Payment Schedules with the County Auditor-Controller and the DOF.

SECURITY FOR THE BONDS

The Bonds are secured by a pledge of the Pledged Non-Housing Funds. However, only the Pledged Non-Housing Funds deposited to the Series A Debt Service Fund will be used to repay the Bonds. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "THE DUNES PORTION OF THE MERGED PROJECT AREAS."

Pledge Under the Indenture

Except as explicitly provided otherwise in the Indenture, the Bonds, the 2018A Bonds and any additional Parity Debt are equally secured by a pledge and lien on all of the Pledged Non-

Housing Funds and by a first and exclusive pledge and lien upon all of the moneys in the Series A Debt Service Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account therein) without preference or priority for issue, number, dated date, sale date, date of execution or date of delivery. The Bonds (exclusive of the 2018A Bonds and any additional Parity Debt) are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020A Reserve Account within the Series A Debt Service Fund. Except for the Available Non-Housing Tax Increment Funds and such moneys, no funds or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

In consideration of the acceptance of the Bonds by owners of the Bonds, the Indenture is deemed to be and constitutes a contract between the Successor Agency and the Trustee for the benefit of the Owners from time to time of the Bonds, and the covenants and agreements set forth in the Indenture to be performed on behalf of the Successor Agency are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or in the Indenture.

Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds

As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Historic and Estimated Pledged Non-Housing Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available Non-Housing Tax Increment Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on the 2000 Bonds. The outstanding principal amount of the 2000 Bonds is $375,000 with a maximum annual debt service obligation of $47,138 (see "SECURITY FOR THE BONDS—The 2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that Tax Revenues shall include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax

increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

Before it was amended by the Dissolution Act, the Redevelopment Law required the Former Agency to set aside not less than 20% of all tax increment generated in the Redevelopment Project into a low and moderate income housing fund to be used for the purpose of increasing, improving and/or preserving the supply of low and moderate income housing. These tax increment revenues were commonly referred to as "Housing Set-Aside." The Dissolution Act eliminated the Housing Set-Aside requirement. Since a deduction for the Housing Set-Aside is no longer required, amounts that were previously required to be deposited in the housing fund are now included in Tax Revenues. The revenues pledged to the payment of the Series B Bonds under the Indenture (see "FINANCING PLAN—Related Obligation") consist primarily of the former Housing Set-Aside Funds, which are explicitly not included in the Pledged Non-Housing Funds or the Available Non-Housing Tax Increment Funds.

Pledged Non-Housing Funds is defined in the Indenture as the sum of the Available Non-Housing Tax Increment Funds, together with Statutory Pass-Through Amounts allocable to the Dunes development that are payable to taxing entities (other than to the Fort Ord Reuse Authority) pursuant to Sections 33492.71 and 33492.78 of the Redevelopment Law that have been subordinated to the payment of the Bonds (see "SECURITY FOR THE BONDS—Pass-Through Payments").

The term "Available Non-Housing Tax Increment Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency pursuant to Sections 33492.71(c)(1)(B) and 33492.71(c)(1)(D) of the Law from the Fort Ord Project and generated by the Dunes development, less the development's annual proportionate share of: (i) the County administrative charge, (ii) the amount that would have been required, prior to the dissolution of the Former Agency, to be deposited in the Former Agency's Low and Moderate Income Housing Fund, (iii) the Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Law (see "SECURITY FOR THE BONDS—Pass Through Payments"), and (iv) the retention by the Successor Agency of ten percent of the sum remaining after subtracting amounts under (i) through (iii), above. Based on the foregoing, **only the Pledged Non-Housing Funds attributable to the Dunes development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series A Debt Service Fund.

The Successor Agency has covenanted and agreed in the Indenture to claim the full amount of the Pledged Non-Housing Funds, and the Indenture provides that it shall not seek or permit a deferral or reduction of or other exception to the allocation and payment of the Pledged Non-Housing Funds to the Successor Agency, all as provided in the Financing Plan. The Successor Agency has agreed in the Indenture to take all actions required of it under the Financing Plan to compute the Pledged Non-Housing Funds and the Available Non-Housing Tax Increment Funds and to make the transfers of Pledged Non-Housing Funds from the Redevelopment Obligation Retirement Fund to the Trustee as provided in the Indenture. See Section 6.6 of the Fiscal Consultant's Report in Appendix G for the manner in which the Successor Agency periodically determines the amount of the Available Non-Housing Tax Increment Funds, and the Pledged Non-Housing Funds to be included on the ROPS.

Flow of Funds Under the Indenture

General. The Successor Agency previously established the Redevelopment Obligation Retirement Fund pursuant to section 34170.5(a) of the Dissolution Act and has agreed in the Indenture to hold and maintain the Redevelopment Obligation Retirement Fund as long as any of the Bonds, the 2018A Bonds and any additional Parity Debt are Outstanding.

Deposit in Redevelopment Obligation Retirement Fund; Transfer to Series A Debt Service Fund. The Indenture provides that the Successor Agency shall deposit the Tax Revenues received by it on any RPTTF Distribution Date into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein that constitute Pledged Non-Housing Funds (i) to the Trustee for deposit by the Trustee in the Series A Debt Service Fund established and held by the Trustee under this Indenture until such time during the then ROPS Payment Period as the amounts so transferred to the Series A Debt Service Fund equal the aggregate amounts required to be deposited by the Trustee into the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, the Series 2020A Reserve Account and the Redemption Account of the Series A Debt Service Fund on the March 1 or September 1, as applicable, occurring during such ROPS Payment Period pursuant to the Indenture; and (ii) for deposit during the then ROPS Payment Period in the funds and accounts established with respect to additional Parity Debt, as provided in any Supplemental Indenture.

The portion of the Tax Revenues that are not Pledged Non-Housing Funds are in no way pledged to the payment of the Bonds or any Parity Debt and are not to be deposited by the Successor Agency to the Series A Debt Service Fund (and if for any reason any have been so deposited they may be removed therefrom).

Except as may otherwise be required by the provisions of the Indenture with respect to the possible distribution of Tax Revenues in respect of reserves to assure timely payment of the Bonds (see APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE) and as a possible consequence of Redevelopment Plan limitations (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits"), any Pledged Non-Housing Funds received by the Successor Agency and held in the Redevelopment Obligation Retirement Fund following each RPTTF Distribution Date, to the extent remaining after making the transfers provided for in the second preceding paragraph to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, are released from the pledge and lien under the Indenture which secures the Bonds (including the 2018A Bonds and any additional Parity Debt) and will be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

Deposit of Amounts by Trustee – Series A Debt Service Fund. There is established under the Indenture a trust fund to be known as the Series A Debt Service Fund, which will be held by the Trustee under the Indenture in trust. Except with respect to funds to be used to optionally redeem the Bonds (which shall be deposited directly to the Redemption Account), moneys in the Series A Debt Service Fund will be transferred by the Trustee in the following amounts, at the following times to the following respective special accounts within the Series A Debt Service Fund, in the following order of priority:

> Interest Account. On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds

and any Parity Debt as it becomes due and payable (including accrued interest on any Bonds and Parity Debt redeemed prior to maturity pursuant to the Indenture).

Principal Account. On or before the Business Day preceding each March 1 Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Principal Account an amount equal to sixty percent of the principal payments coming due and payable on the Outstanding Bonds and any Parity Debt on the next September 1, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Principal Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt on the next September 1 and the amount then on deposit in the Principal Account, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds and any Parity Debt as it becomes due and payable.

Sinking Account. On or before the Business Day preceding each March 1 Interest Payment Date, commencing with the first such date which is six months prior to the date on which principal (or any mandatory sinking payment) is due on any of the Bonds that are Term Bonds or Parity Debt that constitutes Term Bonds, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Sinking Account an amount equal to sixty percent of the sinking account payments becoming due and payable on any Bonds and any Parity Debt that constitute Term Bonds on the next September 1, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, commencing with the first such date on which principal (or any mandatory sinking payment) is due on any Bonds or related Parity Debt that are Term Bonds, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Sinking Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt that constitute Term Bonds on the next September 1 and the amount then on deposit in the Sinking Account, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. No such transfer and deposit need be made to the Sinking Account if the amount contained therein is at least equal to the sinking account payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt that constitute Term Bonds. Subject to this Indenture, all moneys in the Sinking Account will be used and withdrawn by the Trustee solely for the purpose of paying the aggregate principal amount of the Term Bonds that are Bonds or Parity Debt required to be redeemed on such September 1 pursuant to the provisions of the Indenture or the document providing for the issuance of the related Parity Debt that constitutes Term Bonds.

Reserve Accounts. If, on the Business Day before any Interest Payment Date, the amount in the Reserve Account or in the Series 2020A Reserve Account is less than the Reserve Requirement for the 2018A Bonds or the Reserve Requirement for the Bonds, respectively, or the amount in any reserve account established for any additional Parity Debt, is less than the applicable reserve requirement for such additional Parity Debt, the Trustee shall transfer funds from the Series A Debt Service Fund to the Reserve Account, the Series 2020A Reserve Account and any such reserve account for any additional Parity Debt in the amount of the respective short fall. If there shall then not be sufficient funds

in the Series A Debt Service Fund to transfer an amount sufficient to maintain the Reserve Requirement for the 2018A Bonds on deposit in the Reserve Account, the amount in the Series 2020A Reserve Account to maintain the Reserve Requirement for the Bonds, and any reserve requirement for any additional Parity Debt on deposit in a reserve account for such additional Parity Debt, the Trustee shall transfer the available funds from the Series A Debt Service Fund to the Reserve Account, the Series 2020A Reserve Account and each such reserve account for any additional Parity Debt pro rata (based on the amount of the then Reserve Requirement for the 2018A Bonds and for the Bonds, respectively, and any reserve requirement for outstanding Parity Debt), and the Trustee shall be obligated to continue making transfers as funds become available in the Series A Debt Service Fund pro rata until there is an amount sufficient to maintain the Reserve Requirement for the 2018A Bonds, the Reserve Requirement for the Bonds on deposit in the Reserve Account and the Series 2020A Reserve Account, respectively, and to maintain the reserve requirement for additional Parity Debt on deposit in the reserve account for such Parity Debt. No such transfer and deposit need to be made to (i) the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement for the 2018A Bonds, (ii) to the Series 2020A Reserve Account so long as there shall be on deposit in the Series 2020A Reserve Account a sum at least equal to the Reserve Requirement for the Bonds, or (iii) any reserve account for any additional Parity Debt so long as there shall be on deposit therein a sum at least equal to the reserve requirement for such Parity Debt.

Redemption Account. On or before any date on which Bonds or 2018 Bonds are to be redeemed pursuant to the optional redemption provisions of the Indenture, the Trustee shall withdraw from the Series A Debt Service Fund and transfer to the Redemption Account an amount required to pay the principal of and interest on the Bonds and the 2018 Bonds to be redeemed on such date, taking into account any funds then on deposit in the Redemption Account. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account of the Series A Debt Service Fund. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Bonds and the 2018 Bonds to be redeemed on the respective dates set for such redemption.

Reserve Account

The Indenture establishes a Series 2020A Reserve Account within the Series A Debt Service Fund, amounts in which only secure payment of the Bonds. On the Closing Date, Bond proceeds in an amount equal to the Reserve Requirement for the Bonds will be deposited to the Series 2020A Reserve Account. Reserve Requirement for the Bonds is defined in the Indenture as an amount, as of any date of calculation, equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018A Bonds or any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018A Bonds or any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018A Bonds or any additional Parity Debt).

If, on any Interest Payment Date, the moneys available in the Interest Account, Principal Account and/or the Sinking Account of the Series A Debt Service Fund do not equal the amount of the principal and interest on the Bonds (not including the 2018A Bonds or any additional Parity Debt) then coming due and payable, the Trustee shall apply any moneys available in the Series 2020A Reserve Account to make delinquent amounts with respect to the Bonds by transferring the amount necessary for this purpose to the Interest Account, the Principal Account and/or the Sinking Account, in that order, of the Series A Debt Service Fund.

Under the Indenture, amounts in the Series 2020A Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account of the Series A Debt Service Fund as described in the preceding paragraph or for the retirement of all the Bonds then Outstanding, except that so long as no Event of Default has occurred and is then continuing under the Indenture, any amount in the Series 2020A Reserve Account in excess of the Reserve Requirement for the Bonds (as determined by the Trustee based upon a valuation of investments held in such account performed in accordance with the Indenture) will be withdrawn from the Series 2020A Reserve Account semiannually on or before the second Business Day preceding each Interest Payment Date by the Trustee and deposited in the Interest Account of the Series A Debt Service Fund. Pursuant to the Indenture, all amounts in the Series 2020A Reserve Account on the second Business Day preceding the final Interest Payment Date will be withdrawn from the Series 2020A Reserve Account and will be transferred either (i) to the Interest Account, the Principal Account and the Sinking Account of the Series A Debt Service Fund, in such order, to the extent required to make the deposits required to be made on such Interest Payment Date pursuant to the Indenture, or (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make such deposits then, at the Written Request of the Successor Agency, to the Successor Agency to be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

The Indenture provides for a Reserve Account, and the amount therein is exclusively pledged as security for the 2018A Bonds. The Successor Agency may, but is not required, to establish reserve accounts in connection with the issuance of any additional Parity Debt. Any such reserve account would only secure the payment of the related additional Parity Debt and would not be available to make payments on the Bonds.

Limited Obligation

The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable therefor. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No member of the Board of Directors of the Successor Agency or of the Oversight Board, or member of the Board of Supervisors of the County, shall be individually or personally liable for the payment of the principal of or interest or redemption premium (if any) on the Bonds. The Bonds are only payable from the Pledged Non-Housing Funds and investment earnings on amounts in the accounts within the Series A Debt Service Fund. See "SECURITY FOR THE BONDS."

Recognized Obligation Payment Schedules

Dissolution Act Covenant by the Successor Agency. The Successor Agency has covenanted in the Indenture that it will comply with the requirements of the Dissolution Act necessary so as to not materially adversely affect the payment of and security for the Bonds.

In the Indenture the Successor Agency covenants and agrees that it will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds and any Parity Debt (including, without limitation, any mandatory sinking fund redemption payments), as well as any amount required under the Indenture to replenish the Reserve Account, in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the County's Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Redevelopment Obligation Retirement Fund on each RPTTF Distribution Date amounts required for the Successor

Agency to pay principal of, and interest on, the Bonds and any Parity Debt coming due in the respective ROPS Payment Period corresponding to such RPTTF Distribution Date pursuant to the Dissolution Act (including but not limited to Section 34177 therein).

Without limiting the generality of the foregoing, the Successor Agency additionally covenants and agrees that, not later than February 1, 2019 and each February 1 thereafter (or at such other time as may be required by the Dissolution Act) for so long as any Bonds or any Parity Debt remain outstanding, the Successor Agency will submit to the California Department of Finance and to the County's Auditor-Controller an Oversight Board-approved ROPS that provides for the distribution of the following amounts (but only to the extent that such amounts do not exceed the Available Non-Housing Tax Increment Funds, and only to the extent that other amounts on deposit in the Redevelopment Property Tax Trust Fund or the Redevelopment Obligation Retirement Fund reserved for payment of debt service on the Bonds or any Parity Debt or on deposit in the Series A Debt Service Fund with respect to the Bonds are insufficient therefor):

(i) for distribution on each June 1: from the Pledged Non-Housing Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding September 1, an amount equal to the principal amount coming due and payable on the Bonds and any Parity Debt on the next September 1, less any amount then on deposit in the Principal Account (with respect to principal due on the Bonds and any Parity Debt) and in the Sinking Account (with respect to sinking fund payments or principal due on the Bonds and any Parity Debt that are Term Bonds) of the Series A Debt Service Fund by reason of the amount described in clause (ii) below; and

(ii) for distribution on each January 2: from the Pledged Non-Housing Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding March 1, and sixty percent (60%) of the principal amount (including any sinking fund payments) coming due and payable on the Bonds and any Parity Debt on the next September 1; and

(iii) if the Successor Agency determines it is necessary to ensure timely payment of debt service on the Bonds or any Parity Debt, the Successor Agency may also collect on each January 2 or June 1, as necessary, a reserve to be held for debt service on the Bonds and any Parity Debt on March 1 and September 1 of the next succeeding calendar year; and

(iv) any amounts required to replenish the Reserve Account, and any reserve account established under any Parity Debt instrument.

In addition, the Successor Agency covenants that, if the amount of Pledged Tax Revenues expected to be available with respect to a ROPS Payment Period will be insufficient to pay required debt service on the Bonds and any Parity Debt and all other required amounts payable from the Redevelopment Obligation Retirement Fund during such ROPS Payment Period, it shall, on or before the May 1 or December 1, as applicable, preceding such ROPS Payment Period (or such other date as otherwise may be specified in the Dissolution Act), file a Notice of Insufficiency with the County Auditor-Controller in accordance with the Dissolution Act (including, but not limited to, paragraph (b) of Section 34183 therein).

The Indenture also obligates the Successor Agency to include on the ROPS amounts due on the Series B Bonds to the extent of the Available LMIHF Funds at times and in respective amounts similar to those described in the second preceding paragraph above.

County Administrative Fees

Chapter 466, Statutes of 1990 (referred to as SB 2557), permits the County to withhold a portion of annual tax revenues for the recovery of County charges related to property tax administration services to cities in an amount equal to their property tax administration costs proportionately attributable to cities. SB 2557, and subsequent legislation under SB 1559 (Statutes of 1992), permitted counties to charge all jurisdictions, including redevelopment agencies, on a year-to-year basis. Section 34182(a)(3) of the California Health and Safety Code also provides for recovery of county costs in connection with performing duties related to the dissolution of redevelopment agencies. The Fiscal Consultant has advised that the fiscal year 2018-19 charges allocable to the Fort Ord Project (in which the Dunes development is located) equated to approximately 1.44% of the secured and unsecured Redevelopment Property Tax Trust Fund revenues of the Fort Ord Project, and that the Fiscal Consultant's projections of Available Non-Housing Tax Increment Funds assume that such administrative costs will continue to be charged at approximately the same percentage in the current and future fiscal years. The Fiscal Consultant has deducted such amounts in determining the Pledged Non-Housing Funds expected to be available to make payments on the Bonds.

Pass-Through Payments

The Successor Agency is obligated to remit certain Statutory Pass-Through Amounts to various taxing agencies from tax revenues allocable to the Successor Agency. The Successor Agency has taken all actions necessary to subordinate the pass through payments to all taxing agencies applicable to the determination of Pledged Non-Housing Funds, other than the Fort Ord Reuse Authority ("FORA"), to the payments due on the Bonds. The pass-through payment obligations for the Fort Ord Project constituting Statutory Pass-Through Amounts that reduce the Pledged Non-Housing Funds are determined pursuant to the Fort Ord section of Redevelopment Law, constituting California Health and Safety Code sections 33492.71 and 33492.78. Pass-through payment obligations applicable to the Marina Project Area and Airport Project Area do not affect the determination of Pledged Non-Housing Funds. Accordingly, the Fiscal Consultant has deducted only the pass through payments to FORA for purposes of the revenue projections presented in the Fiscal Consultant's Report and in Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," and pass through payments to other taxing agencies are not deducted.

See Section 3.2 of the Fiscal Consultant's Report in Appendix G for a detailed description of the FORA Statutory Pass-Through Payments. Pursuant to Section 67700 of the California Government Code, FORA is to be dissolved no later than June 30, 2020, and section 33492.78 of the California Health and Safety Code provides that, following the dissolution of FORA, funds formerly allocated to FORA will be redistributed with 38% allocated to the County, 8% to other taxing agencies, and 54% will be available to the Successor Agency. However, the Successor Agency has been advised that FORA intends to incur debt payable from its share of RPTTF funds, and amounts necessary for debt service on that debt will continue to be allocated to FORA prior to the redistribution of funds to other taxing agencies. The Fiscal Consultant has advised that, for purposes of the revenue projections presented on Tables 6.0 to 7.3 in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," it is assumed that 100% of revenues available for allocation to FORA will be utilized for payment of debt service on proposed FORA bonds and other debt obligations and administrative expenses related thereto through June 10, 2038.

Once all outstanding debt obligations of FORA as of its dissolution on June 30, 2020 have been fully paid, FORA's share of property tax revenues otherwise allocated to the Successor

Agency will be part of the Tax Revenues deposited to the Redevelopment Property Tax Trust Fund and, to the extent they constitute Pledged Non-Housing Funds, will be available for transfers to the Series A Debt Service Fund.

The 2000 Bonds

The 2000 Bonds were issued prior to the fiscal merger of the Merged Project Areas and are secured by a pledge of Redevelopment Property Tax Trust Fund revenues derived from the Airport Project only. The outstanding principal of the 2000 Bonds is $375,000, the maximum annual debt service on the 2000 Bonds is $47,138, and the final maturity of the 2000 Bonds is January 1, 2030. While payments on the 2000 Bonds are deducted from the amount of Tax Revenues generated by the Merged Project Areas available for inclusion in the Pledged Non-Housing Funds, payments on the 2000 Bonds are not expected to affect the amount of Pledged Non-Housing Funds because Redevelopment Property Tax Trust Fund revenues derived from the Airport Project and the Marina Project are sufficient to pay debt service on the 2000 Bonds without utilizing any such revenues derived from the Fort Ord Project in which the Dunes development is located. The Fiscal Consultant has advised that in fiscal year 2018-19, net Redevelopment Property Tax Trust Fund revenues from the Airport Project and Marina Project were approximately $979,000, which is well in excess of the $47,138 maximum annual debt service for the 2000 Bonds. Accordingly, payments on the 2000 Bonds have not been deducted by the Fiscal Consultant from Pledged Non-Housing Funds for purposes of its revenue projections in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Parity Debt

"Parity Debt" means any loan, advances or indebtedness issued or incurred by the Successor Agency, secured by a pledge of Pledged Non-Housing Funds on a parity with the Bonds pursuant to the Indenture. The Indenture permits the issuance of Parity Debt but only (i) to make payments on the Infrastructure Note, as permitted under section 34177.5(a)(4) of the Law; or (ii) to refund the Bonds, or previously issued Parity Debt in such principal amount as shall be determined by the Successor Agency, as permitted by section 34177.5(a)(1) of the Law; in each case pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee. The Bonds constitute Parity Debt under the provisions of the Indenture.

The Successor Agency may issue or incur additional Parity Debt subject to the following specific conditions precedent:

(a) The Successor Agency shall be in compliance with all covenants set forth in the Indenture and in any then effective Supplemental Indenture;

(b) If required by the Law, the Oversight Board shall have approved the issuance of the Parity Debt;

(c) The Parity Debt will be on such terms and conditions as may be set forth in a Supplemental Indenture, which will provide for the issuance of bonds substantially in accordance with the Indenture;

(d)(i) If the Parity Debt is issued pursuant to section 34177.5(a)(1) of the Law, receipt of a certificate or opinion of an Independent Financial Consultant stating that the total net interest cost to maturity of the Parity Debt plus the principal amount of the Parity Debt will not exceed the total net interest cost to maturity of the Bonds or previously

issued Parity Debt to be refunded plus the principal amount of the Bonds or previously issued Parity Debt to be refunded.

(ii) If the Parity Debt is to be issued pursuant to section 34177.5(a)(4) of the Law, the Available Non-Housing Tax Increment Funds for the most recently completed Fiscal Year, less (A) the portion of the Available Non-Housing Tax Increment Funds attributable to the amount of assessed value in the Dunes development being appealed by the Developer and any party related to it which appeal or appeals have not yet been resolved, less (B) the portion of the Available Non-Housing Tax Increment Funds attributable to the assessed value being appealed with respect to any property in the Dunes development not owned by the Developer or any party related to it which appeal or appeals have not yet been resolved, equal to the average percentage decrease in assessed value applicable to appeals filed for property within the Dunes development resolved within the prior five years, less (C) the portion of the Available Non-Housing Tax Increment Funds attributable to the assessed value in the Dunes development for which appeals have been resolved in favor of the respective property owner(s) but have not yet been deducted from the assessed value used to determine the Available Non-Housing Tax Increment Funds, based upon the actual amount of assessed value to be reduced, and plus (D) the Additional Revenues (as defined in the Financing Plan), shall be at least equal to 115 percent of the Maximum Annual Debt Service on any then outstanding Bonds and Parity Debt, together with the then proposed Parity Debt.

(e) The Parity Debt will mature on and interest will be payable on the same dates as the Bonds (except the first interest payment may be from the date of the Parity Debt until either the next succeeding March 1 or September 1); and

(f) The issuance of such Parity Debt shall not cause the Successor Agency to exceed any applicable Plan Limitations.

(g) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt described in paragraphs (a), (b), (c), (d), (e), and (f) above have been satisfied.

For the purposes of clause (ii) of paragraph (d) above, "Additional Revenues" is defined in the Financing Plan as of any date of calculation, as the amount of Available Non-Housing Tax Increment Funds which, as shown in a report of an independent redevelopment consultant, is estimated to be receivable by the Successor Agency within the Fiscal Year following the Fiscal Year in which such calculation is made as a result of increases in the assessed valuation of taxable property in the Fort Ord Project due to either (i) construction which has been completed and for which a certificate of occupancy has been issued by the City or other appropriate governmental entity but which is not then reflected on the tax rolls, or (ii) transfer of ownership or any other interest in real property which has been recorded but which is not then reflected on the tax rolls. For purposes of the foregoing, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Fort Ord Project is estimated to increase above the assessed valuation of taxable property in the Fort Ord Project (as evidenced in the written records of the County) as of the date on which such calculation is made.

As of the date of issuance of the Bonds, all of the foregoing requirements for the issuance of Parity Debt will be satisfied with respect to the Bonds, and the Successor Agency will deliver the Written Certificate described in paragraph (g) above to the Trustee with respect to the Bonds.

As mentioned under the headings "INTRODUCTION—The Former Agency Obligation," "INTRODUCTION—Additional Parity Debt," and "FINANCING PLAN—The Infrastructure

Note" the Successor Agency is obligated by the Financing Plan to incur additional Parity Debt from time to time during the Payment Obligation Period, subject to the provisions of the Financing Plan. The Financing Plan requires that the term of any additional Parity Debt be not less than twenty years, and the Developer has agreed that the Available Non-Housing Tax Increment Funds, less the deductions and plus the addition referred to in clauses (B), (C) and (D) of subsection (d)(ii) of the second preceding paragraph, all as projected by the Successor Agency's fiscal consultant, be not less than 115% of the maximum annual debt service on the Bonds, the 2018A Bonds, any other outstanding Parity Debt and the proposed Parity Debt. The net proceeds of any additional Parity Debt will be used to make a lump sum payment of principal owing on the Infrastructure Note. The Successor Agency cannot predict when and in what amounts additional Parity Debt will be issued, as it will depend primarily upon the continued development of the Dunes project.

Series B Bonds

The Indenture provides for the issuance of the Series B Bonds. The Series B Bonds are separately secured under the Indenture and are payable from Available LMIHF Funds that are not pledged to the payment of the Bonds. While the Available LMIHF Funds pledged to the payment of the Series B Bonds are derived from the Tax Revenues, they are not available for the payment of debt service on the Bonds. The Available Non-Housing Tax Increment Funds are not available for payment on the Series B Bonds. See "FINANCING PLAN—Related Obligation."

PROPERTY TAXATION IN CALIFORNIA

Property Tax Collection Procedures

Classification. In the State, property which is subject to ad valorem taxes is classified as "secured" or "unsecured." Secured and unsecured property are entered on separate parts of the assessment roll maintained by the County assessor. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens.

Generally, ad valorem taxes are collected by a county (the "Taxing Authority") for the benefit of the various entities (e.g., cities, schools and special districts) that share in the ad valorem tax (each a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Funds.

Collections. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer, (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (iii) filing a certificate of delinquency for record in the county recorder's office to obtain a lien on certain property of the taxpayer, and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

Penalty. A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

Delinquencies. The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31.

Supplemental Assessments. California Revenue and Taxation Code section 75.70 provides for the reassessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Such reassessment is referred to as the Supplemental Assessment and is determined by applying the current year's tax rate to the amount of the increase or decrease in a property's value and prorating the resulting property taxes to reflect the portion of the tax year remaining as determined by the date of the change in ownership or completion of new construction. Supplemental Assessments become a lien against real property. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, and this delayed the realization of increased property taxes from the new assessments for up to 14 months. Since fiscal year 1984-85, revenues derived from Supplemental Assessments have been allocated to redevelopment agencies and taxing entities in the same manner as the general property tax. The receipt of Supplemental Assessment revenues by taxing entities typically follows the change of ownership by a year or more. This statute provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the January 1 lien date. If a change in ownership results in a decrease in assessed value, a negative supplemental assessment may occur, requiring a refund of taxes paid to the property owner. Supplemental Assessments have not been included in the Fiscal Consultant's projections of Pledged Non-Housing Funds to pay debt service on the Bonds.

County Property Tax Collection and Administrative Costs. In 1990, the Legislature enacted SB 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the costs of administering the provisions of the Dissolution Act. For fiscal year 2018-19, the County charges were approximately 1.44% of secured and unsecured Redevelopment Property Tax Trust Fund revenues for the Fort Ord Project. Based on the collection charges for fiscal year 2018-19, the Fiscal Consultant projects the charge for fiscal year 2019-20 and future fiscal years as a percentage of secured and unsecured Redevelopment Property Tax Trust Fund revenues for the Fort Ord Project will remain at 1.44%. For purposes of the Fiscal Consultant's projections of Available Non-Housing Tax Increment Funds available to pay debt service on the Bonds, the Fiscal Consultant assumed that the County will continue to charge the Successor Agency for property tax collection and administration and that such charge

will increase proportionally with any increases in Redevelopment Property Tax Trust Fund revenue.

Levy and Collection of Taxes. The Successor Agency has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the ability of the Successor Agency to repay the Bonds. Likewise, delinquencies in the payment of property taxes and the impact of bankruptcy proceedings on the legal ability of taxing agencies to collect property taxes could have an adverse effect on the Successor Agency's ability to make timely Bond payments. Collection of property taxes in the County is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," as provided for in Section 4701 et seq. of the California Revenue and Taxation Code (known as the "Teeter Plan"). Accordingly, collections of property taxes will reflect actual delinquencies, if any.

See Section 6.4 of the Fiscal Consultant's Report for a table showing computed tax levies and allocated Redevelopment Property Tax Trust Fund revenues. Substantial delinquencies in the payment of property taxes could impair the timely receipt by the Successor Agency of Pledged Non-Housing Funds, although the current Pledged Non-Housing Funds provide debt service coverage on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Unitary Property

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with fiscal year 1988-89, tax revenues derived from unitary property and assessed by the State Board of Equalization are accumulated in a single tax rate area for the County. The tax revenues are then to be allocated to each taxing entity county-wide as follows: (i) each taxing entity will receive the same amount as in the previous year plus an increase for inflation of up to 2%; (ii) if utility tax revenues are insufficient to provide the same amount as in the previous year, each taxing entity's share would be reduced pro rata county wide; and (iii) any increase in revenue above 2% would be allocated in the same proportion as the taxing entity's local secured taxable values are to the local secured taxable values of the County.

AB 454 (Statutes of 1987, Chapter 921) further modified Chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provides for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

Unitary revenues are not included in Available Non-Housing Tax Increment Funds because they are not generated by the Dunes development, and so are not included in projections in the Fiscal Consultant's Report of Pledged Non-Housing Funds or in Table 8 under the heading "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Article XIIIA of the State Constitution

Article XIIIA limits the amount of ad valorem taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIIIA defines "full cash

value" to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIIIA (i) exempts from the 1% tax limitation taxes to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978 or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional ad valorem taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIIIA has been upheld by both the California Supreme Court and the United States Supreme Court.

In the general election held November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIIIA. Proposition 58 amended Article XIIIA to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIIIA, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first $1,000,000 of other property between parents and children. This amendment to Article XIIIA may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIIIA to permit the Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence assessed value to the new residence. As a result of the Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the $1 per $100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

Each year the Board of Equalization announces the applicable adjustment factor. Since the adoption of Proposition 13, inflation has, in most years, exceeded 2% and the announced factor has reflected the 2% cap. The changes in the California Consumer Price Index from October of one year and October of the next year are used to determine the adjustment factor for the January assessment date. Until fiscal year 2010-11 the annual adjustment never resulted in a reduction to the assessed values of individual parcels; however, the factor that was applied to real property assessed values for the January 1, 2010 assessment date was -0.237% and this resulted in reductions to the assessed value of parcels. The table below reflects the inflation adjustment factors for the current fiscal year and 10 prior fiscal years.

Historical Inflation Adjustment Factors

Fiscal Year	Inflation Adj. Factor
2010-11	0.237%
2011-12	0.753
2012-13	2.000
2013-14	2.000
2014-15	0.454
2015-16	1.998
2016-17	1.525
2017-18	2.000
2018-19	2.000
2019-20	2.000
2020-21	2.000

Appropriations Limitation—Article XIIIB

Article XIIIB limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The "base year" for establishing such appropriations limit is the 1978/79 fiscal year, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness shall not be deemed the receipt by a redevelopment agency of proceeds of taxes levied by or on behalf of a redevelopment agency within the meaning of Article XIIIB, nor shall such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including section 33678 of the Redevelopment Law. The constitutionality of section 33678 has been upheld in two California appellate court decisions. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

Proposition 87

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Former Agency or the Successor Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness and not to redevelopment agencies.

Appeals of Assessed Values

Pursuant to California law, a property owner may apply for a reduction of the property tax assessment for such owner's property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner's property in any one year must submit an application to the County Assessment Appeals Board (the "Appeals Board"). Applications for any fiscal year must be submitted between July 2 and November 30. Following a review of each application by the staff of the County Assessor's Office,

the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces the assessment or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as "ongoing hardship"), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for then current year as well. Appeals for reduction in the "base year" value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for "ongoing hardship" in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted.

See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" for information regarding historical and pending appeals of assessed valuations by property owners in the Merged Project Areas. Also, see Section 5.0 in the Fiscal Consultant's Report in Appendix G.

Propositions 218 and 26

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the "Supermajority Vote to Pass New Taxes and Fees Act." Proposition 26 amended Article XIIIC of the California Constitution by adding an expansive definition for the term "tax," which previously was not defined under the California Constitution.

Pledged Non-Housing Funds securing the payment of the Bonds are derived from property taxes that are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and Proposition 26.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting Successor Agency revenues or the Successor Agency's ability to expend revenues.

THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

As described under the heading "INTRODUCTION—The City, the Former Agency and the Successor Agency," the Dissolution Act dissolved the Former Agency as of February 1, 2012.

Thereafter, pursuant to section 34173 of the Dissolution Act, the City became the Successor Agency to the Former Agency. Subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City.

Successor Agency Powers

All powers of the Successor Agency are vested in its five members who are the elected members of the City Council. Pursuant to the Dissolution Act, the Successor Agency succeeds to the organizational status of the Former Agency but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. The Successor Agency is tasked with expeditiously winding down the affairs of the Former Agency, pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, substantially all Successor Agency actions are subject to approval by the Oversight Board, as well as review by the DOF.

Status of Compliance with Dissolution Act

The Dissolution Act required that a due diligence review be conducted to determine the unobligated balances of each successor agency that are available for transfer to taxing entities. The due diligence review involved separate reviews of each successor agency's low and moderate income housing fund and of all other funds and accounts. Once a successor agency completes the due diligence review and any transfers to taxing entities, the DOF would issue a finding of completion that expands the authority of each successor agency in carrying out the wind down process. A finding of completion allows a sponsoring community to, among other things, retain real property assets of the dissolved redevelopment agency and utilize proceeds derived from bonds issued prior to January 1, 2011. The Successor Agency has completed the due diligence process and received its Finding of Completion on November 12, 2014.

Pursuant to the due diligence reviews, the DOF determined that the Successor Agency was not required to remit any unobligated balance to the County Auditor-Controller.

After receiving a finding of completion, each successor agency is required to submit a Long Range Property Management Plan (a "LRPMP") detailing what it intends to do with its inventory of properties. The Successor Agency initially thought that it had no properties to dispose of, but recently discovered that the Former Agency owned certain parcels, some of which with little or no value, that it will need to divest. While the time in which to file a LRPMP has passed, the Successor Agency continues to work with the DOF and the Oversight Board in connection with its disposition of such parcels.

Plan Limits

In accordance with the Redevelopment Law, redevelopment plans like the Redevelopment Plans for each of the three Merged Project Areas were required to include certain limits on the financing of the redevelopment projects. These limits could include a time limit on the repayment of indebtedness, a cumulative revenue limit applicable to tax increment revenues allocable to the Successor Agency and a limit on the amount of bonded indebtedness that can be outstanding. While SB 107 clarified that former tax increment limits set forth in certain redevelopment plans no longer apply for purposes of paying approved enforceable obligations such as the Bonds, the legislation did not eliminate redevelopment plan limits applicable to former military base redevelopment project areas which include the Airport Project and Fort Ord Project, and due to the fiscal merger of the three project areas, there are now certain limits

applicable to the Merged Project Areas. Consequently, under current law the plan limitations summarized in Table 1 below apply to the Bonds and any Parity Debt, and to the Tax Revenues from which the Pledged Non-Housing Funds are derived.

The following is a summary of redevelopment plan limits that remain in place:

TABLE 1
Merged Project Areas
Plan Limitations

	Marina Project	Airport Project	Fort Ord Project
Adoption Date	8/5/1986	9/17/1997	11/2/1999
Time Limit to Incur Debt	Deleted by SB 211 Amendment	6/30/2029	6/30/2032
Time Limit to Repay Debt	Eliminated by SB 107	6/30/2045	6/30/2048
Cumulative Revenue Limit	$4,000,000,000		
Bonded Indebtedness Limit	$655,000,000		

Source: Fiscal Consultant.

As illustrated by the foregoing table, the Merged Project Areas include a $4 billion cumulative dollar limit on the receipt of former tax increment revenue. The redevelopment plan for the Fort Ord Project includes a time limit on the receipt of former tax increment revenues of June 30, 2048.

The redevelopment plans for the Merged Project Areas also contain a limit on the maximum amount of bonded indebtedness that may be outstanding at any one time of $655,000,000. Currently, only $13,135,000 of bonded indebtedness is outstanding. With the issuance of the Bonds, the Successor Agency expects to continue to be well within this limit.

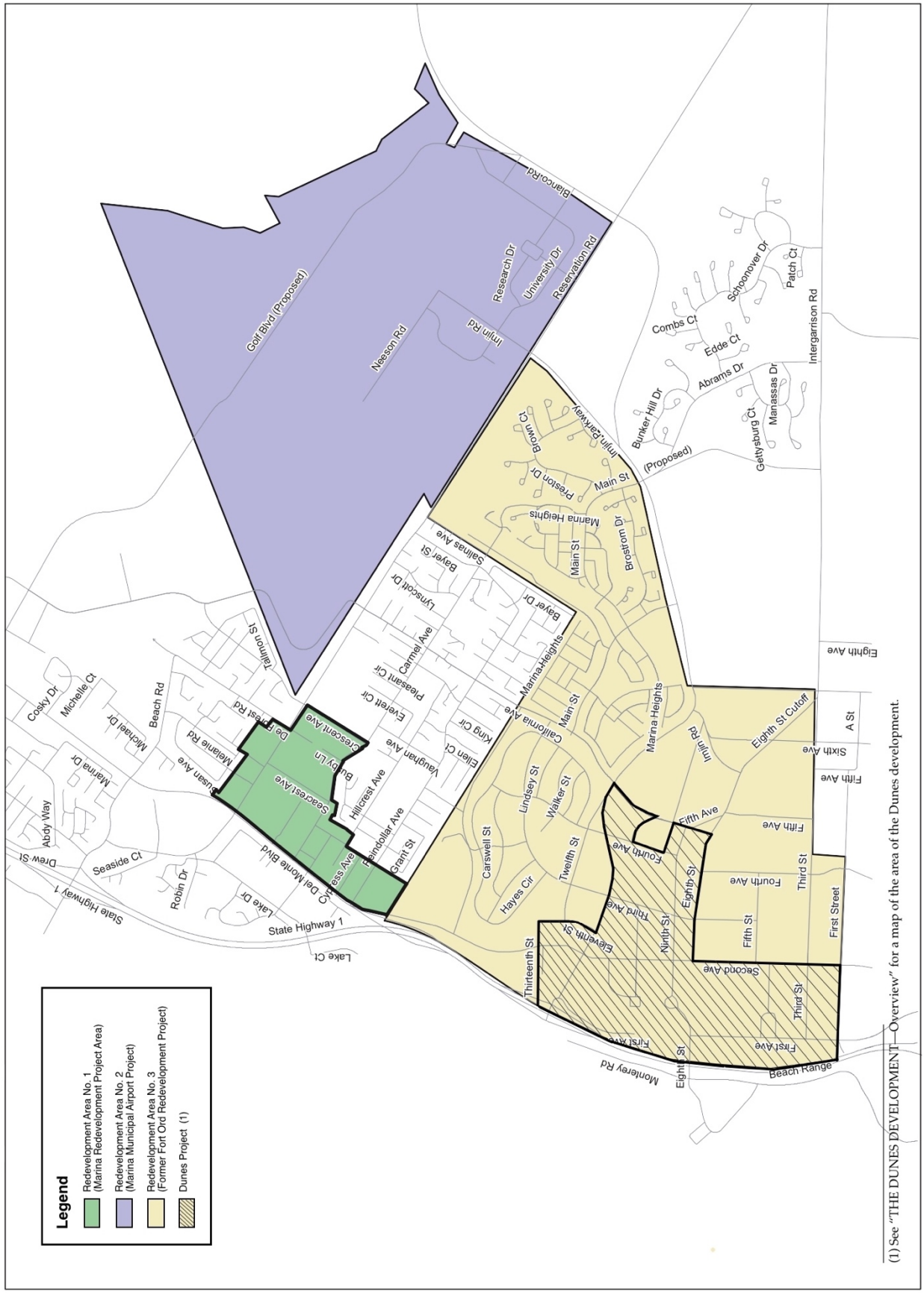
The Fiscal Consultant has advised that, based on tax increment receipt records of the Successor Agency and information provided by the County Auditor-Controller, approximately $61 million of former tax increment revenue has been received through fiscal year 2018-19 toward the $4 billion cumulative revenue limit for the Merged Project Areas. Based upon the two percent annual growth assumptions incorporated into the Fiscal Consultant's revenue projections, $282 million or approximately 7% of the $4 billion limit is projected to be collected through the 2040 final maturity of the Bonds. For the $4 billion tax increment revenue limit to be reached prior to the final debt service payment in 2040, it is estimated that RPTTF revenues for the Merged Project Areas would need to grow at a compound annual growth rate more than approximately 26% per year. While new development activity has resulted in assessed value growth for the Dunes development more than this rate for the last two fiscal years, growth rates are expected to moderate as the Dunes and Sea Haven developments become built out. Assuming full buildout of the Dunes and Sea Haven developments over the next 9 years and 2% growth in assessed values within the balance of the Merged Project Areas, the Fiscal Consultant has estimated that the Successor Agency would collect approximately $526 million or 13% of the $4 billion limit through the 2040 final maturity of the Bonds. See Section 2.2 in the Fiscal Consultant's Report in Appendix G.

THE DUNES PORTION OF THE MERGED PROJECT AREAS

The Bonds are payable from, and are secured by a pledge of the Pledged Non-Housing Funds arising from the Dunes development located within the Fort Ord Project. See "SECURITY

FOR THE BONDS—Pledge Under the Indenture." The Pledged Non-Housing Funds represent a portion of, and are payable from, the Tax Revenues derived from the Merged Project Areas. See "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds.

The following page includes a map depicting the three Merged Project Areas, including the Fort Ord Project, and the location of the Dunes development within the Fort Ord Project. The following pages include information relative only to the portion of the Fort Ord Project in which the Dunes development is located.


Redevelopment Project Area Boundaries
Legend
Redevelopment Area No. 1 (Marina Redevelopment Project Area)
Redevelopment Area No. 2 (Marina Municipal Airport Project)
Redevelopment Area No. 3 (Former Fort Ord Redevelopment Project)
Dunes Project (1)
Golf Blvd (Proposed)
Neeson Rd
Imjin Rd
Research Dr
University Dr
Reservation Rd
Blanco Rd
Schoonover Dr
Patch Ct
Intergarrison Rd
Combs Ct
Edde Ct
Abrams Dr
Bunker Hill Dr
Gettysburg Ct
Manassas Dr
Imjin Parkway
(Proposed)
Main St
Preston Dr
Marina Heights
Brostrom Dr
Bayer St
Bayer Dr
Salinas Ave
Lyndscott Dr
Carmel Ave
Pleasant Cir
Everett Cir
Ellen Ct
King Cir
Vaughan Ave
Hillcrest Ave
Reindollar Ave
Grant St
Del Monte Blvd
Cypress Ave
Seacrest Ave
Bushby Ln
De Forest Rd
Talmon St
Melanie Rd
Susan Ave
Beach Rd
Michael Dr
Marina Dr
Cosky Dr
Michelle Ct
Abdy Way
Drew St
Seaside Ct
Robin Dr
Lake Dr
Lake Ct
State Highway 1
State Highway 1
Marina-Heights
California Ave
Main St
Marina Heights
Imjin Rd
Eighth St Cutoff
A St
Sixth Ave
Fifth Ave
Eighth Ave
Lindsey St
Walker St
Carswell St
Twelfth St
Hayes Cir
Fifth Ave
Fourth Ave
Third Ave
Eighth St
Ninth St
Eleventh St
Thirteenth St
Fourth Ave
Third St
Fifth St
First Street
Second Ave
Third St
First Ave
First Ave
Eighth St
Monterey Rd
Beach Range
(1) See "THE DUNES DEVELOPMENT—Overview" for a map of the area of the Dunes development.

Land Use

The aggregate designated land use in the Dunes development portion of the Fort Ord Project for fiscal year 2019-20 is set forth in the following table.

TABLE 2
Taxable Value by Land Use
Fiscal Year 2019-20
[Area Applicable to Available Non-Housing Tax Increment]

	No. of Parcels*	Taxable Value	% of Total
Residential	338	$212,519,390	51.2%
Commercial	42	115,115,177	27.7
Institutional/Medical	3	73,295,065	17.6
Roads/Non-Taxable	18	-	0.0
Unsecured	40	14,469,927	3.5
Total	441	$415,399,559	100.0%

* Includes 401 secured parcels and 40 unsecured assessment numbers. Each unsecured assessment corresponds to a separate unsecured property owner; for example, individual tenants within a retail building will each have separate unsecured assessments.
Source: Fiscal Consultant

Historical Assessed Values

Table 3 below summarizes year-to-year changes in the assessed values for the Dunes development portion of the Fort Ord Project for the past ten years based upon the County Auditor-Controller's annual assessed value reports.

TABLE 3
Historical Taxable Values and Annual
Percentage Increase or Decrease
Fiscal Years 2010-11 to 2019-20
[Area Applicable to Available Non-Housing Tax Increment Funds]

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Annualized % Change 10-11 to 19-20
Secured	$123,026,678	$134,186,687	$122,694,099	$145,988,242	$158,879,059	$144,533,630	$200,606,053	$278,982,672	$362,189,341	$400,929,632	14.0%
Unsecured	8,254,300	7,458,060	8,416,871	8,345,310	7,699,974	7,817,890	9,167,090	10,015,818	11,563,516	14,469,927	6.4
Total	$131,280,978	$141,644,747	$131,110,970	$154,333,552	$166,579,033	$152,351,520	$209,773,143	$288,998,490	$373,752,857	$415,399,559	13.7%
%change	N/A	7.9%	-7.4%	17.7%	7.9%	-8.5%	37.7%	37.8%	29.3%	11.1%	

Source: Fiscal Consultant, based on information obtained from the County Auditor-Controller.

Largest Taxpayers

The ten largest taxpayers for the Dunes development portion of the Fort Ord Project according to the 2019-20 assessed valuations are shown below.

TABLE 4
Top 10 Taxpayers for Dunes Development
Fiscal Year 2019-20

		Principal Land Use	Number of Parcels[1]	Assessed Value FY 2019-20	% of Total and Incr. AV[2]
1	Hamstra-Appleton LLC	VA Medical Center	1	$ 51,781,173	12.5%
2	Pacific Coast Highway Property LLC	Shopping Center	13	36,170,000	8.7
3	Target Corporation	Target store	2	25,574,710	6.2
4	Community Hospital Properties Inc.[3]	Outpatient care and fitness center	6	25,032,830	6.0
5	Monterey Peninsula Hotels Group LP	Hotel (Marriot Springhill Suites)	1	19,979,845	4.8
6	Shea (Developer)[4][5]	Land under development	40	15,616,854	3.8
7	Kohls Department Stores Inc.	Kohls store	1	8,830,000	2.1
8	Net Lease Realty	Movie Theater	1	8,317,255	2.0
9	SKN Properties	Retail	4	6,685,462	1.6
10	Garbowitz Martin & Susan Trs	Four homes	4	2,497,980	0.6
Total Top 10 Taxpayers			73	$200,486,109	48.3%

(1) Number of secured parcels and / or unsecured assessments.
(2) Based upon fiscal year 2019-20 assessed value and incremental assessed value of $415,399,559 (base year assessed value is zero).
(3) Includes Community Hospital Properties Inc. and Community Hospital of the Monterey Peninsula.
(4) Includes Shea Homes Limited Partnership and Marina Community Partners LLC.
(5) Property owner has pending assessment appeal filing(s) for fiscal year 2019-20.
Source: Fiscal Consultant.

The following provides a brief description of each of the top ten taxpayers for The Dunes development:

1. Hamstra-Appleton LLC is the private entity that constructed and owns the fee interest in the 146,000-square foot Maj. Gen. Gourley VA- DoD Outpatient Clinic ("VA Medical Center") which is under a long-term lease to the U.S. Department of Veterans Affairs. *It is possible that the property could become exempt from property taxes at some point in the future if, for example, the U.S. Department of Veterans Affairs were to purchase the fee interest in the property.*

2. Pacific Coast Highway Property LLC is the owner of a 234,000 square foot portion of the shopping center within the Dunes Development encompassing Best Buy, Old Navy, Bed Bath & Beyond, Michaels, Party City and REI. Kohl's and Target are a part of the same shopping center but the stores are under separate ownership.

3. Target Corporation has a retail location in the Dunes development.

4. Community Hospital Properties Inc. is an outpatient care center and fitness facility.

5. Monterey Peninsula Hotels Group LP is the owner of a 106-room Marriot Springhill Suites hotel.

6. Shea is the developer of the Dunes development. Assessed value for Shea includes the affiliated entities Shea Homes Limited Partnership and Marina Community

Partners LLC. The Developer-owned parcels consist of residential lots under development and vacant land planned for future development.

7. Kohls Department Stores, Inc. has a retail location in the Dunes development.

8. Net Lease Realty, Inc. is the owner of a 5-screen cinema.

9. SKN Properties is the owner of approximately 40,000 square feet of retail space within the Dunes development.

10. Garbowitz Martin & Susan Trs is the owner of four homes in the Dunes Development.

Historic and Estimated Pledged Non-Housing Funds

Table 5 below reflects the historical assessed values and incremental values for the Dunes development portion of the Fort Ord Project, and Pledged Non-Housing Funds for the most recent five fiscal years and estimated for the current and next fiscal year.

TABLE 5
Historic and Estimated Pledged Non-Housing Funds
Fiscal Years 2014-15 to 2020-21(1)

	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	Actual 2018-19	Estimate 2019-20	Projection 2020-21
Assessed Value - Dunes development(2)	$166,579,033	$152,351,520	$209,773,143	$288,998,490	$373,752,857	$415,399,559	$432,748,111
Computed Levy @1%(3)	1,665,790	1,523,515	2,097,731	2,889,985	3,737,529	4,153,996	4,327,481
Gross Property Taxes Allocated							
Secured/Unsecured Taxes(4)	1,665,096	1,528,867	2,068,329	2,875,927	3,708,430	4,153,996	4,327,481
Supplemental Revenues Allocated	(11,499)	74,227	187,750	525,642	456,073	not included	not included
Gross Collections	$1,653,597	$1,603,094	$2,256,079	$3,401,569	$4,164,504	$4,153,996	$4,327,481
Gross Collections as % of Computed Levy(5)	99.27%	105.22%	107.55%	117.70%	111.42%	100.00%	100.00%
Deductions							
Less: former housing(6)	(330,719)	(320,619)	(451,216)	(680,314)	(832,901)	(830,799)	(865,496)
Less: County Admin Expenses	(26,160)	(16,690)	(32,025)	(43,259)	(53,500)	(59,818)	(62,316)
Less: Pass Through	(900,078)	(869,468)	(1,199,311)	(1,706,310)	(2,236,396)	(2,380,401)	(2,481,415)
Less: 10% Retained per Dunes Agreement	(39,664)	(39,632)	(57,353)	(97,169)	(104,171)	(88,298)	(91,825)
Total Deductions	(1,296,622)	(1,246,408)	(1,739,905)	(2,527,052)	(3,226,968)	(3,359,315)	(3,501,052)
Available Non-Housing Tax Increment Funds	$356,975	$356,686	$516,174	$874,517	$937,536	$794,680	$826,429
Add Back: Subordinated Pass Throughs(7)	499,813	495,006	692,583	1,001,553	1,327,373	1,437,605	1,500,845
Pledged Non-Housing Funds available for Bond debt service	$856,787	$851,692	$1,208,757	$1,876,071	$2,264,909	$2,232,285	$2,327,274

(1) Figures may not add due to rounding.
(2) Base year assessed value is zero.
(3) Assumes basic tax levy of 1% ($1.00 per $100.00 of taxable value) in accordance with Article XIIIA of the California Constitution. See "PROPERTY TAXATION IN CALIFORNIA—Article XIIA of the State Constitution."
(4) Includes regular current year secured and unsecured taxes as well as prior year redemptions.
(5) Property tax collections are not subject to the Teeter Plan (see "PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—Levy and Collection of Taxes"), and so reflect actual collections taking into account delinquencies in payment.
(6) See third paragraph under the heading "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds."
(7) All pass throughs other than FORA are subordinate to debt service on the Bonds. Identified amounts for fiscal year 2014-15 and 2015-16 reflect the Fiscal Consultant's allocation of County reported special district pass throughs between FORA and other special districts.

Source: Fiscal Consultant and County Auditor-Controller.

Assessment Appeals

Property values determined by the County Assessor may be subject to an appeal by a property owner. Assessment appeals are filed annually with the County Assessment Appeals Board for a hearing and resolution. A property owner can file for a regular assessment appeal of the current fiscal year assessed valuation between July 2 and November 30. Most appeals heard by an Assessment Appeals Board are scheduled within twelve to eighteen months. Revenue and Taxation Code §1604, however, allows up to two years for an assessment appeal to be decided unless this time limit is waived by the applicant. If the appeal is not decided within the two-year statutory time frame and the time limit is not waived, the assessor is required to use the applicant's opinion of value.

The majority of appeal filings applicable to the Dunes development are Proposition 8 appeals which relate to temporary declines in the market value of a property. Assessed value reductions as a result of Proposition 8 appeals are subject to annual review by the County Assessor and potential restoration over time based on future increases in market value of the subject property. "Base year" appeals contest changes in assessed value arising from re-assessable events such as transfer of ownership or new construction. Assessed value reductions as a result of "Base Year" appeals affect the maximum assessed value on an on-going basis.

The resolution of an appeal may result in a reduction to the County Assessor's taxable value and a tax refund to the property owner. The Fiscal Consultant reports that the County allocates tax refunds resulting from assessment appeals on a proportionate basis to all taxing agencies and Redevelopment Property Tax Trust Fund funds Countywide without regard to the area within which the parcel associated with the successful appeal filing is located. Thus, the impact of tax refunds associated with appeals is shared by all taxing agencies and Redevelopment Property Tax Trust Fund funds within the County, which lessens the potential impact that any individual appeal has on Merged Project Area Redevelopment Property Tax Trust Fund revenues for the Successor Agency. Inclusive of the impact of a proportionate share of County-wide assessment appeal refunds allocated to the Successor Agency, the overall collections rate for secured and unsecured taxes by the Successor Agency has averaged 99.6% over the past five years (see Table 5.4 in the Fiscal Consultant's Report in Appendix G). The primary risk from appeals within the Dunes development is the potential future reduction in assessed value and thereby in future Available Non-Housing Tax Increment Funds.

Historic Appeals Filing Outcomes: 2014-15 to 2019-20. Table 6 below summarizes assessment appeal filing outcomes within the Dunes development during the years 2014-15 to 2019-20 including Secured and Unsecured Roll appeals as determined based on research by the Fiscal Consultant. As shown below, 64% of resolved appeal filings were reduced or stipulated, while 36% were subsequently denied or withdrawn. Seventy-seven of the eighty-seven total appeals were filed by the Developer. Resolved appeals during fiscal year 2014-15 to 2019-20 period had an aggregate contested value of $102.5 million and resulted in an assessed value reduction of $12.7 million, which represents an average net reduction of 12.4%.

TABLE 6
Historical Assessment Appeal Summary
Fiscal Years 2014-15 through 2019-20

Historic Assessment Appeal Resolutions:
Dunes Development

			Resolved Appeal Outcomes			Assessed Valuation: Resolved Appeals ($Millions)					
Fiscal Year	Total No. of Filings	Open Filings	Resolved Filings	Denied or With-drawn	Stipulated or Reduced	No. of Resolved Records	Assessor / Roll Value ($Millions)	Applicant Opinion of Value ($Millions)	Resolved Value ($Millions)	Net Reduction in Value ($Millions)	Average % Reduction
FY 2014-15	17	14	3	3	0	3	$21.3	$9.0	$21.3	$0.0	0.0%
FY 2015-16	3	0	3	2	1	3	4.3	2.8	3.7	0.6	13.0
FY 2016-17	11	10	1	0	1	1	6.2	4.5	5.1	1.1	17.3
FY 2017-18	24	7	17	3	14	17	69.9	44.5	58.8	11.1	15.9
FY 2018-19	26	25	1	1	0	1	0.8	0.7	0.8	0.0	0.0
FY 2019-20	6	6	0	0	0	0	0.0	0.0	0.0	0.0	N/A
Totals	87	62	25	9	16	25	$102.5	$61.5	$89.8	$12.7	12.4%
% of Total			100%	36%	64%						

Source: Monterey County Assessment Appeals Database, as reported by the Fiscal Consultant

Summary of Pending Appeals. The Fiscal Consultant has advised that there are 62 open appeals for the Dunes development of which 6 are to contest fiscal year 2019-20 assessed values. The aggregate contested value for the fiscal year 2019-20 pending appeals totals $11 million. A combined $8.3 million net reduction in assessed value is requested for fiscal year 2019-20.

TABLE 7A
Summary of Pending Appeals

	No. of Open Appeals	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Applicant Requested Net Reduction in Value ($Millions)
Fiscal Year 2019-20 Filings	6	$11.0	$2.8	$8.3
Prior Fiscal Year Filings (FY 2014-15 to 2019-20)	56	127.2	54.9	72.3
Totals	62	$138.2	$57.6	$80.6

Source: Fiscal Consultant.

All six fiscal year 2019-20 pending appeals were filed by the Developer and 57 of the 62 pending appeals for FY 2014-15 through FY 2019-20 were filed by the Developer. Sixteen of the prior year filings are for property the Developer subsequently sold to a third party after the appeal was filed.

Estimated Assessed Value Impact from Appeals. The Indenture prescribes the manner in which the impact of assessment appeals is to be estimated for purposes of determining Pledged Non-Housing Funds available to support issuance of Parity Debt, as described in clause (d)(i) of the first paragraph under the heading "SECURITY FOR THE BONDS—Parity Debt." The Fiscal Consultant's assessed value reduction from assessment appeals has been estimated in a manner consistent with the applicable Parity Debt methodology and reflects the following: (a) for property that is owned by the Developer or a related entity of the Developer, the estimated assessed value reduction from assessment appeals was based upon the applicant's opinion of assessed value; and (b) for property not owned by the Developer or a related entity of the Developer, the estimated assessed value reductions from assessment appeals was based upon the 2018-19 fiscal year average percentage reduction in assessed value applicable to resolved appeals for the preceding five fiscal years. If appeals for more than one year are pending for a given parcel,

the most recent appeal filing was used as the basis for estimating the assessed value impact. An adjustment was also required for resolved appeals for which the resulting assessed value reduction is not yet reflected on the assessment roll. Fourteen appeal filings were resolved in fiscal year 2019-20 with resulting reductions to assessed value not yet reflected on the assessment roll. Each property applicable to these appeal resolutions also has an appeal filing that remains pending from a subsequent roll year. The reduced assessed value for the applicable properties is estimated as the lesser of (a) the resolved assessed value from the appeal resolution and (b) the reduced assessed value estimated by applying the methodology described above in (a) or (b), as applicable.

The Fiscal Consultant has estimated pending appeals will result in an assessed value reduction of approximately $26 million based on the methodology prescribed by the Indenture related to Parity Debt as described in the preceding paragraph, which represents an average percentage reduction of 33.6%. The estimated reduction in assessed values reflects the 30 pending appeals pertaining to fiscal years 2014-15 through fiscal year 2019-20. An additional 32 appeal filings by the Developer were not included for purposes of estimating the impact of pending appeals because they were not the most recent filing for the applicable parcel. See Table 7B below for additional detail.

TABLE 7B
Estimated Reduction in Assessed Value from Pending Appeals

	Unique Pending Appeals(1)	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Est. of Resolved Value ($Millions)	Est. of Net Reduction in Assessed Value ($Millions)	%Reduction from Contested Value
Developer Appeals						
Developer Property(1)	13	$19.0	$5.5	$5.5	($13.5)	71.2%
Other Appeals (1)	17	58.6	29.0	46.0	(12.5)	21.4
Total Appeals	30	$77.5	$34.4	$51.5	($26.0)	33.6%

(1) Excludes 32 appeal filings that represent repeat filings for the same parcel over multiple years.
Source: Fiscal Consultant.

The $26 million estimated reduction in assessed value from pending appeals is reflected in the projected fiscal year 2020-21 assessed values and results in a $143,000 reduction in the projected Pledged Non-Housing Funds.

Sixty of the 62 pending appeals are Prop 8 filings relate to temporary declines in market value. Although Prop 8 reductions granted as a result of successful assessment appeal filings may be restored over time as market valuations increase, for purposes of the revenue projection in the tables in the Fiscal Consultant's Report and in Table 8 under the heading "—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," the estimated reductions are assumed to be permanent.

Actual resolution of appeals is determined by many factors including vacancy and rental rates, circumstances of hardship and real estate comparables, all of which are unique to the individual assessment. Therefore, actual reductions, if any, may be higher or lower than the reductions incorporated in the projection. An appeal may be withdrawn by the applicant, the County Appeals Board may deny or modify the appeal at hearing or by stipulation, or the final value may be adjusted to an amount other than the stated opinion of value.

New Development

The Fiscal Consultant has advised that the Dunes development includes project components for which additional construction was completed after the January 1, 2019 lien date for the fiscal year 2019-20 assessment roll. Estimated assessed value added by new construction completed in 2019 for which a final certificate of occupancy has been issued or for which a sale has been recorded is reflected in the Fiscal Consultant's revenue projections for fiscal year 2020-21. Specifically, new development assessed value has been included for new homes in the Dunes development as follows: – From January 2019 to December 2019, a final certificate of occupancy, or sale to a homebuyer, or both, for 70 new homes within the Dunes development had been recorded. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report in Appendix G and in Table 8 below include $43.3 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

Tables 8.1 and 8.2 in the Fiscal Consultant's Report in Appendix G provide additional supporting information regarding the taxable assessed value estimated to be added to the tax roll from these new homes.

Future buildout of the Dunes development is anticipated to include up to an additional 797 residential units, 394 hotel rooms, 396,000 square feet of office, research and development, or light industrial uses, and an additional 62,000 square feet of retail. Assessed value associated with this future buildout is not reflected for purposes of the revenue projections in the Fiscal Consultant's Report.

Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage

Table 8 below shows expected Pledged Non-Housing Funds assuming no growth in assessed values except as noted below, and includes projected debt service on the Bonds. The projection incorporates the valuation assumptions made in the Fiscal Consultant's Report. Changes in assessed value have been reflected in the projections for fiscal years 2019-20 based on new development (see "THE DUNES PORTION OF THE MERGED PROJECT AREAS—New Development"). The projection includes an adjustment for pending appeals as described under the heading "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals – Estimated Assessed Value Impact from Appeals.

TABLE 8
Projection of Pledged Non-Housing Funds
and Debt Service Coverage
Assumes No Growth on Assessed Value After 2020-21
(dollars in thousands)

Fiscal Year	Gross Dunes RPTTF Revenues	Less: All Deduct-ions Per Financing Plan[1]	Available Non-Housing Tax Increment Funds	Add Sub-ordinated Pass-Throughs[2]	Pledged Non-Housing Funds	Bond Debt Service	Debt Service Coverage
2019-20	$4,154	$(3,359)	$795	$1,438	$2,232		
2020-21	4,327	(3,501)	826	1,501	2,327[3]		
2021-22	4,327	(3,501)	826	1,501	2,327		
2022-23	4,327	(3,501)	826	1,501	2,327		
2023-24	4,327	(3,501)	826	1,501	2,327		
2024-25	4,327	(3,501)	826	1,501	2,327		
2025-26	4,327	(3,501)	826	1,501	2,327		
2026-27	4,327	(3,501)	826	1,501	2,327		
2027-28	4,327	(3,501)	826	1,501	2,327		
2028-29	4,327	(3,501)	826	1,501	2,327		
2029-30	4,327	(3,501)	826	1,501	2,327		
2030-31	4,327	(3,501)	826	1,501	2,327		
2031-32	4,327	(3,501)	826	1,501	2,327		
2032-33	4,327	(3,501)	826	1,501	2,327		
2033-34	4,327	(3,501)	826	1,501	2,327		
2034-35	4,327	(3,501)	826	1,501	2,327		
2035-36	4,327	(3,501)	826	1,501	2,327		
2036-37	4,327	(3,501)	826	1,501	2,327		
2037-38	4,327	(3,501)	826	1,501	2,327		
2038-39	4,327	(3,024)	1,303	1,952	3,255		
2039-40	4,327	(3,024)	1,303	1,952	3,255		
2040-41	4,327	(3,024)	1,303	1,952	3,255		
2041-42	4,327	(3,024)	1,303	1,952	3,255		
2042-43	4,327	(3,024)	1,303	1,952	3,255		
2043-44	4,327	(3,024)	1,303	1,952	3,255		
2044-45	4,327	(3,024)	1,303	1,952	3,255		
2045-46	4,327	(3,024)	1,303	1,952	3,255		
2046-47	4,327	(3,024)	1,303	1,952	3,255		
2047-48	4,327	(3,024)	1,303	1,952	3,255		

(1) Deductions include Dunes Project allocable share of: (1) County of Monterey administrative costs; (2) the amount that would have been required to be deposited in the Low and Moderate Income Housing Fund; (3) pass throughs payments; and (4) ten percent (10%) of the net available after the preceding three deductions.

(2) Pass through payments to taxing agencies other than the Fort Ord Reuse Authority (FORA) are subordinate. Pass throughs to FORA are not subordinate. The FORA share of pass through that remains after amounts required for any FORA incurred debt service are redistributed only following payment of all debt obligations of FORA with 38% to the County and 8% to other taxing agencies as increased pass through payments and the remaining 54% will be available to meet Successor Agency obligations. For projection purposes, 100% of FORA's share is assumed to be required for payment of FORA debt through fiscal year 2037-38, the final year of debt service on proposed FORA bonds.

(3) Increase in revenues in fiscal year 2020-21 is due to assessed value added from new homes sold or completed in 2019 totaling $43.4 M for the Dunes Project, as offset for an estimated$26 million reduction in assessed value as a result of assessment appeals.

Source: Tax data from the Fiscal Consultant. Debt service data from the Underwriter.

THE DUNES DEVELOPMENT

Information in this section entitled "THE DUNES DEVELOPMENT" has been obtained from the Developer, and neither the Successor Agency nor the Underwriter can ensure, and do not ensure, its completeness or accuracy.

Overview

The Dunes is a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned community, within a larger 420-acre Specific Plan area, known as University Villages, located in the former Fort Ord Army Base within the City. The Dunes forms the Southern portion of City, and is bounded by Highway 1 on the west, California State University Monterey Bay (CSUMB) to the South, and links to the rest of the City to the North and East. The Dunes is planned to provide 1,237 residences (108 apartments and 1,129 for sale units, of which 248 units are designated as affordable units, and 62 as work-force homes); 1,510,000 square feet of office, retail, and multi-uses (including 83 mixed use townhomes); 500 hotel rooms; 81-acres of public facilities and backbone roadways; and 42-acres of parks/open space and transit esplanade/multi-purpose corridor. See "THE DUNES DEVELOPMENT—Development Program/Phasing" for a map showing the elements of the Dunes development.

The Dunes development is part of a larger Economic Development Conveyance (EDC) by the US Army/Department of Defense under the Base Realignment and Closure Act (BRAC) for the closure of the former Fort Ord. The property is intended for public-private partnership reuse and redevelopment under the jurisdiction of the Former Agency. The goal of the development is to eliminate blight, foster economic regeneration both locally and in the region, and generate new employment opportunities. Upon full buildout the project is anticipated to provide nearly 800 new construction jobs and 4,700 new permanent jobs. All site work, infrastructure and vertical construction is to be performed with prevailing wage labor.

Almost half of the blighted former military structures on the site have been removed. To date over 400,000 square feet of retail, restaurant and service uses, a 106 unit hotel, 332 single family homes, 108 affordable apartments, 203,000 square feet of medical office and clinic uses, and a 5 screen theater have been completed. The Dunes project is also the recipient of a highly competitive state program, being designated as a Sustainable Communities grant award winner in 2010.

Multiple Use/Urban Design

The Dunes is planned as a livable community that integrates housing, recreation, retail, and job opportunities in the overall community plan where regional shopping, casual shopping and dining, hospitality, employment, residential, and recreational uses converge. The Dunes includes pedestrian and bicycle friendly streets, open space connections, transit corridors, and vistas to important community monuments, such as civic uses. These urban design features link the different neighborhoods into a cohesive community; yet allow them to have variety in their makeup.

Village Center

A major feature related to the Village Center site is the Imjin Parkway to Highway 1 interchange. The access and visibility provided by this roadway enhances the Village Center's major regional serving and community retail components. This combination of regional retail, visitor serving, office/research and residential land uses will provide a mix of different land use types in a planned and integrated manner. A portion of the Village Center is designated as multi-

use. This designation allows for greater flexibility and blending of land uses. A significant portion of this Village Center has been completed, with the Village Promenade and office portion of Phase 1 of the project remaining.

The beach boardwalk links the Village Square out to the Fort Ord Dunes State Beach, utilizing the 8th street overpass. This 'boardwalk" is envisioned to be highlighted with special landscaping, paving treatment, street furniture and lighting, all as a potential venue for public art and as a gathering space. Currently, the roadway to the State beach is open, and parking and trail improvements have been installed.

At the south east comer of 2nd Avenue and Imjin Parkway is a site that houses the Community Hospital of the Monterey Peninsula (CHOMP) facility, integrating medical services into the community. Directly to the south of this site, forming the eastern terminus of the Village Promenade is the site often referred to as Pine Hill. This multi-use site contains a Springhill Suites hotel. At the west end of the Promenade is a Cinemark Theater, providing a key entertainment venue.

Retail Nodes

There are two additional Retail/Service nodes planned within the Dunes. The first is located at the southwest comer of the southern employment center, along Second Avenue near First Street. This location is intended to provide services to support the employment center, the neighborhood to the north and the CSUMB campus. The second Retail/Service node is planned at the corner of California Avenue and Imjin Parkway in the far northeastern corner of the site. This location will support the surrounding neighborhoods including Sea Haven, Cypress Knolls (currently undeveloped), and the neighborhoods to the north along California Avenue.

Office/Research and Development/Light Industrial

The proposed regional and destination components of the Village Center, along with the new housing create a significant amenity for future employers. Locating these job generating uses as part of the Village Center capitalizes on opportunities for employees to walk to lunchtime and after work amenities. The Office/Research and Development/Light Industrial land uses are located in such a way as to take advantage of both the Village Center, as well as direct linkages to the center of the CSUMB campus. The Office/Research and Development/Light Industrial uses are also located to take advantage of transit use, providing direct connections with TAMC and MST transit stops/stations. The intent of the Office/Research and Development/Light Industrial areas is to attract job opportunities to Marina to help replace those jobs lost with the closing of the Fort Ord military base.

Arts District

The proposed Arts District is envisioned as an opportunity within Marina to create a place where the arts, civic and educational activities and access to the beach can come together. This district, along with the Beach Boardwalk, Village Square and Village Promenade, is intended to enhance amenities within the Dunes.

Residential

The residential component offers a range of housing types, including single family houses, rental apartments, and condominiums and townhomes. This diversity in housing will in turn offer new homes with a wide range of housing choices and at varying price levels. The various home types are woven together within the neighborhood fabric, rather than individual separated

housing tracts of specific lot configuration. The development pattern creates an urban, gridded community where pedestrians and bicyclists are comfortable utilizing easy access to all components of the community.

Parks, Open Space, Pedestrian and Bicycle Connections

The park and open space system for the Dunes is an integrated system with a wide variety of public access options. Recreational components within the community include two City of Marina Public Benefit Conveyance (PBC) parcels, linear parks, and a mix of small parks within neighborhoods. Access to the Ford Ord Dunes State Park will occur utilizing the 8th Street overpass.

The two large City parcels are centrally located to the Dunes as well as future CSUMB faculty and staff housing directly across 2nd Avenue. The PBC parcels were transferred from the Army with a deed restriction for recreation activity. Park planning is currently underway with anticipated development of the larger park coming with Phase 2 of the project.

Linking the community, a north/south Linear Park is proposed to begins at the Village Square and extends to the southern Office/Research and Development/Light Industrial area. Perpendicular to this runs another proposed linear park that links the Arts District through the community to CSUMB. A twelve foot wide multi-purpose trail included in both of these linear parks that link with the community and regional bicycle/pedestrian network.

Within the residential areas, a series of smaller neighborhood parks are planned as amenities to provide both urban relief and play areas.

Bicycle, multi-purpose trails, sidewalk and paseo connections within the community link the needihoods together and connect to the surrounding area. They form a network of off street multi-purpose trails and on-street bicycle lanes for access to the major community components.

Entitlements

The Dunes project was entitled by the City and the Former Agency in 2005 after an extensive public participation process, spanning nearly two years and 45 public meetings. The project was ultimately approved unanimously by the City's Design Review Board, the City's Planning Commission, and the City Council, and by the Fort Ord Reuse Authority Board. Entitlements for the project approved in 2005, include the following:

- General Plan Amendment
- University Village Specific Plan
- EIR/FEIR
- Tentative Map – entire project site
- Site Plan and Architectural Review – Phase I
- Consistency Determination (by FORA)
- Disposition and Development Agreement (DDA)
- Development Agreement (DA)
- Memorandum of Agreement for Deconstruction/Demolition

Subsequent to these entitlements, further project approvals provided to the Developer or Shea Homes, include:

- Final Map – Phase IA – regional commercial
- Commercial Sign Regulations
- Final Maps – Phase IC – residential
- First Implementation Agreement
- Second Implementation Agreement
- Tax Increment Financing Agreement and Promissory Notes
- Below Market Rate Housing Agreement #1
- Below Market Rate Housing Agreement #2
- Site Plan and Architectural Design Review – Promenade
- Operating Agreement Clarifying and Modifying Certain Project Approvals

Given the extensive number of project entitlements granted in 2005 and subsequently, few development approvals are required for future project development, primarily, site and architectural design review.

Subsequent approvals granted to third-party developers of land within the Dunes include:

- Site Plan and Architectural Design Review – Shops at the Dunes - Retail
- Site Plan and Architectural Design Review – Marriott Springhill Suites
- Site Plan and Architectural Design Review – Community Hospital of Monterey Peninsula
- Site Plan and Architectural Design Review - William H. Gourley Veterans/DOD Clinic
- Site Plan and Architectural Design Review – Cinemark Theater
- Site Plan and Architectural Design Review – University Village Apartments

Environmental Conditions

The Dunes development is being undertaken on property located in the former Fort Ord Army base. The Dunes site was conveyed by the United States to the Fort Ord Reuse Authority ("FORA"), which then conveyed the property to the Former Agency. The Former Agency transferred the property by quitclaim deed, dated September 21, 2006 (the "Quitclaim Deed"), to the Developer. Extensive environmental studies and remedial actions were taken with respect to the former Fort Ord property prior to its conveyance to FORA, and in May of 2003, a Finding of Suitability to Transfer (the "FOST") was delivered by the Director of Base Realignment and Closure, Hampton Field Office, wherein certain findings were documented.

The FOST referenced a Community Environmental Facilitation Act report which set forth the environmental condition of the Fort Ord property and the FOST set forth the United States (the "Government") determination of the suitability for transfer of the property from the Government to various parties, including to FORA. The FOST recognized that the Fort Ord Army base property was subject to a Fort Ord Federal Facility Agreement (the "FFA"), and found that "All remediation activities on the property required by the FFA are completed or in place and operating successfully…" However, the Government required that any deed conveying the former Army base property contain various provisions related to environmental matters. These provisions, some of which are described below, were included in the Quitclaim Deed.

Notice of Hazardous Substance Storage. In the Quitclaim Deed, the Government notified the Developer of the former storage, release or disposal of hazardous substances on the Dunes

property, with items typically stored on the property identified in the FOST. The Quitclaim Deed states that: "The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. … no additional action is necessary under CERCLA [the Comprehensive Environmental Response Compensation and Liability Act of 1980] to protect human health and the environment."

Environmental Remediation. In the Quitclaim Deed, the Government notified the Developer of the storage, release, and disposal of hazardous substances on the Dunes property, and went on to provide that: "The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property," but the Government reserved the right, upon reasonable notice, to enter the property in any case in which a response or corrective action is found to be necessary; however, no such notice has ever been given by the Government to the Developer.

Notice of Presence of Asbestos. The Developer is informed in the Quitclaim Deed that several of the existing buildings on the property were determined to contain friable and non-friable asbestos that may pose a threat to human health. Pursuant to the Quitclaim Deed, the Government agreed to transfer the buildings and structures to the Developer, prior to remediation of asbestos hazards, in reliance upon the Developer's express representation and promise that the Developer would, prior to use or occupancy of said buildings, demolish the buildings or the portions thereof containing friable asbestos, disposing of asbestos contaminated material in accordance with applicable laws and regulations. The Developer has advised that it has removed the buildings located on the property in Phase 1 of the Dunes development and on the property designated for residential housing in Phase 2 of the Dunes development, aggregating approximately one-half of the 900 or so structures originally located on the Dunes property at the time it was conveyed to the Developer. The Developer expects to remove the remaining structures as it continues developing the Dunes property. In the Quitclaim Deed, the Developer agreed to indemnify and hold harmless the Army, the Former Agency, the City and their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, future exposure to asbestos on any portion of the applicable parcels after the conveyance of the applicable parcels to the Developer. The Developer has represented that all of its building removal activities have been conducted in accordance with applicable laws and regulations.

Lead-Based Paint. In the Quitclaim Deed, the Developer is informed of and acknowledges that all buildings on the Dunes property at the time of conveyance of the property and which were constructed or rehabilitated prior to 1978 were presumed to contain lead-based paint. In the Quitclaim Deed, the Developer agreed that prior to permitting the occupancy of the applicable parcels where their use subsequent to sale is intended for residential habitation, the Developer will perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), and will conduct various specified activities in that regard. In complying with those requirements, the Developer covenanted and agreed to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the applicable parcels found to be necessary as a result of the subsequent use of the applicable parcels for residential purposes. See the preceding paragraph regarding the removal by the Developer of structures located on the Dunes property which removal effectively remediated lead-based paint issues arising from the buildings.

Pesticides. The Quitclaim Deed notified the Developer that pesticides may be present on the property conveyed to the Developer. The Quitclaim Deed represented that "To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human

health or the environment, and the use and application of any pesticide product by the Government was in accordance with its intended purpose, and in accordance with CERCLA."

Notice of the Presence of Polychlorinated Biphenyls ("PCBS"). The Quitclaim Deed acknowledges that fluorescent light ballasts containing PCBs were present on the applicable parcels. The Government represented in the Quitclaim Deed that "… PCB containing equipment does not currently pose a threat to human health or the environment when managed properly. All PCB-containing equipment is presently in full compliance with applicable laws and regulations."

Contaminated Groundwater. The Quitclaim Deed acknowledges that the groundwater beneath certain portions of the property is contaminated with volatile organic compounds, primarily trichloroethylene. In the Quitclaim Deed, the Developer covenanted for itself, its successors, and assigns not to access or use groundwater underlying the property for any purpose. The Developer has also represented that the Dunes has received an allocation of water, through FORA to the City which, in turn, allocated water to the Dunes through development entitlements. Available water is provided by the Salinas Valley Groundwater Basin aquifers not impacted by contamination with volatile compounds. Water for the project is provided by the local Marina Coast Water District, and the allocation is sufficient for all of the planned development for the Dunes.

Potential for Presence of Ordnance and Explosives. The property conveyed pursuant to the Quitclaim Deed was primarily used by the Army for training purposes, and the Quitclaim Deed states that: "Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property." The Developer has agreed in the Quitclaim Deed that should it or any of its successors and assigns discover any ordnance on the property, they shall not attempt to remove or destroy it, but will immediately complete an Ordnance and Explosives Incident Reporting Form, and notify applicable police and Government representatives. The Developer has advised that, to date, it has not encountered any ordnance on the Dunes property.

Environmental Protection Agency Letter. In a letter dated March 31, 2003, the Chief of the Federal Facility and Site Cleanup Branch, Superfund Division of the United States Environmental Protection Agency Region IX (the "EPA") indicated that the EPA had received the FOST, and that all parcels identified within the FOST have either been cleaned up or identified as "uncontaminated" under CERCLA. The letter states that EPA has reviewed the FOST, including various related documents (collectively, the "Documents") and that: "Without independent investigation or verification of certain information contained in the Documentation, the [signatory to the letter] concurs, to the extent set forth below, with the Army's determination that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the parcels has been taken." The letter goes on to state that: "The concurrence shall not be construed in any manner inconsistent with any obligation, right or authority existing under the Fort Ord Federal Facility Agreement, and all amendments thereto, entered into by EPA, the State of California and the Army. The undersigned expressly reserves all rights and authorities relating to information not contained in the Documentation, whether such information is known as of this date, or is discovered in the future." The letter concludes that: "… EPA concurs that the [parcels identified in the FOST] are suitable for transfer for the intended reuse, given the environmental restrictions identified."

Responsibility for Future Environmental Actions. Under CERCLA, the United States would be liable for the remediation of any environmental contamination that may be found in any land transferred to the Developer, except for any asbestos or lead-based paint in buildings on land so transferred the remediation of which is the responsibility of the Developer.

Environmental Insurance. In connection with a risk analysis undertaken by FORA prior to the conveyance of former Fort Ord Army Base property to FORA, especially as it related to possible unexploded ordinance on the property, FORA obtained a pollution legal liability insurance policy. The policy was for a ten year term which expired in 2014, and was replaced with a new policy that came into effect on December 31, 2014 and extends to December 31, 2024. The current policy provided by Chubb Custom Insurance Company is a claims-made policy with an aggregate limit of $50,000,000 and a deductible of $500,000, that insures against preexisting and new pollution incidents at various sites within the Fort Ord property. The policy has various exclusions, including liability arising from asbestos, lead based-paint, and ground water contamination. The City is a named insured under the policy with respect to certain of the property located in the City, with an aggregate policy limit of $1,000,000 and a $500,000 deductible, with the coverage reflecting the fact that the portions of the former Fort Ord Army Base in the City were not those where unexploded ordinance was likely to be discovered. The Developer also purchased a separate pollution liability policy in respect of its operations in the City, that also was a claims-made policy, but that policy has expired.

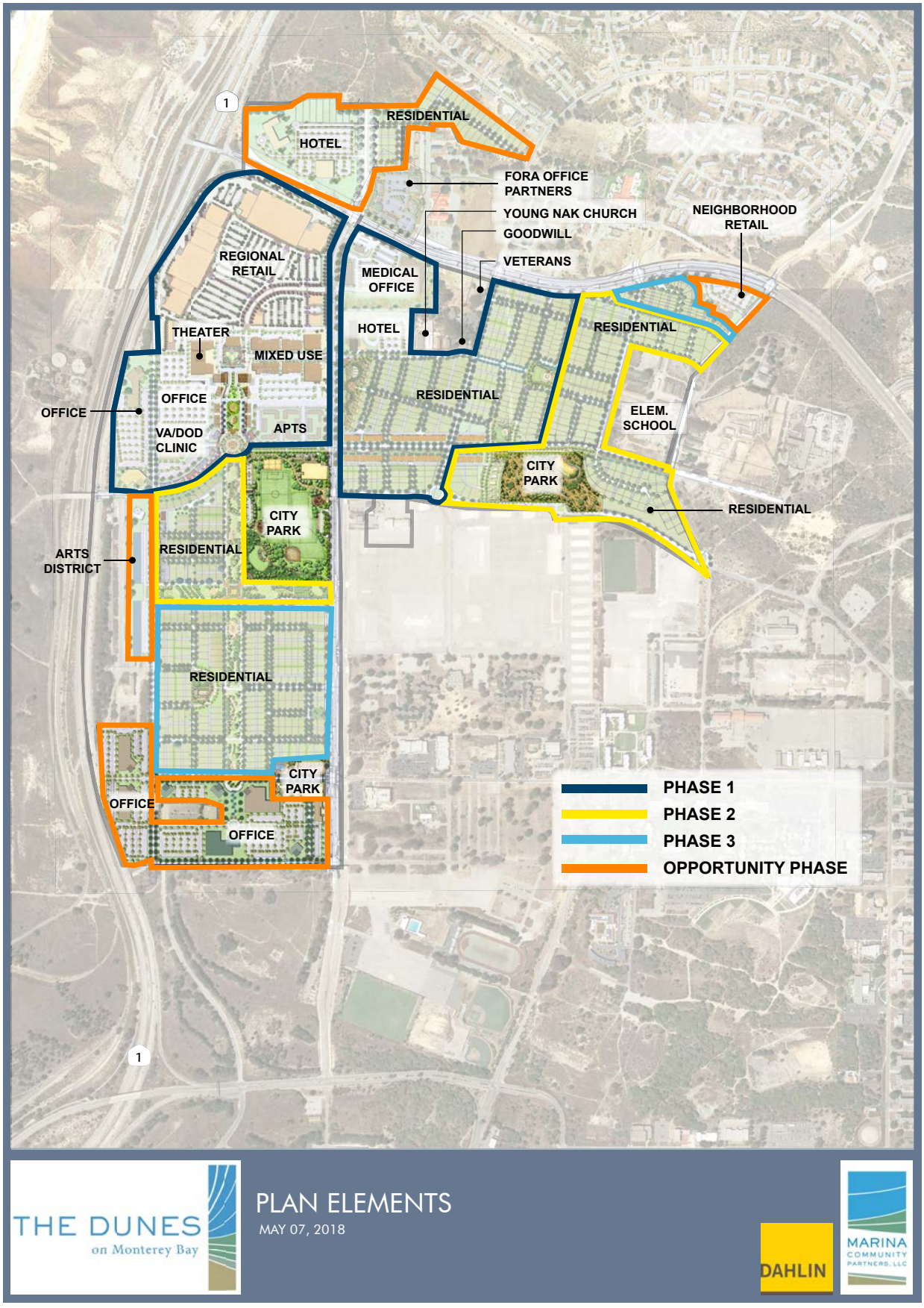
According to FORA and the City, no claims have ever been filed under the prior or current pollution liability policy obtain by FORA. The Developer reports that it never made any claim under the pollution liability policy obtained by it. If a claim is ever filed and honored under the current FORA policy (which includes coverage for the City described above), the proceeds are in no way pledged to the payment of the Bonds, and would be expected to be used to cover costs related to the insured event.

Development Program/Phasing

At entitled in 2005, the DDA contemplated development of the Dunes generally as anticipated as follows:

Phase	Residential	Commercial	Parks/Open Space
Phase 1	• 332 SFD Homes • 108 Unit Affordable Housing Rental Complex • 81 Townhome/condo/ live work units within mixed use Promenade	• 408,000 sf retail • 269,000 sf office/business park • 196 hotel rooms • 150,000 sf Village Center/Promenade commercial	• Village Square • Village Center linear Park • 9th Street Corridor/ Roundabout Multi-use trail • Residential Parks
Phase 2	• 360 units, SFD • 140 affordable SFD	• 2,000 sf retail • 294 hotel rooms	• Large City park • Small City park • Linear parks • 9th Street Multi-use trail • Residential parks
Phase 3	• 214 units, SFD	• 23,000 sf retail • 399,000 sf office/business park	• Small City park • Linear parks

The Dunes project is anticipated to be developed in multiple phases (See next page for a phasing map of the project).


1
RESIDENTIAL
HOTEL
FORA OFFICE PARTNERS
YOUNG NAK CHURCH
GOODWILL
VETERANS
NEIGHBORHOOD RETAIL
REGIONAL RETAIL
MEDICAL OFFICE
HOTEL
RESIDENTIAL
THEATER
MIXED USE
OFFICE
OFFICE
VA/DOD CLINIC
APTS
RESIDENTIAL
ELEM. SCHOOL
CITY PARK
RESIDENTIAL
CITY PARK
ARTS DISTRICT
RESIDENTIAL
RESIDENTIAL
CITY PARK
OFFICE
OFFICE
1
PHASE 1
PHASE 2
PHASE 3
OPPORTUNITY PHASE
THE DUNES
on Monterey Bay
PLAN ELEMENTS
MAY 07, 2018
DAHLIN
MARINA COMMUNITY PARTNERS, LLC

Conveyance of the property to the Developer is provided for in the DDA, and anticipates three primary conveyances with the opportunity for the Developer to acquire several smaller sites within each phase should market opportunities for development of the sites occur. The purchase price was originally $48 million for all three phases plus profit participation payments should the Developer achieve certain thresholds of return. The purchase price was adjusted to $43 million in accordance with amendments to the DDA made by the Second Implementation Agreement, which also included the Former Agency Obligation. In addition, this subsequent agreement required the Developer to lower its return threshold for sharing of land development profits, with the Developer sharing 50% of these profits above the threshold with the City/Successor Agency.

To date, the Developer has acquired the Phase 1 property from the City consisting of approximately 149 acres, at a land purchase price of $6 million. The Developer anticipates the purchase of Phase 2 property from the City in 2020.

Development/Construction Completed to Date

To date, significant portions of Phase 1 have been completed as described below.

Residential:

- 108 unit Low/Very Low Affordable Housing Apartment Complex
- 332 single family homes constructed by Shea Homes

Commercial:

- 368,000 sf regional retail center anchored by Target
- 40,000 sf retail Shops at the Dunes, neighborhood quick serve restaurant/service commercial
- 106 room Springhill Suites
- 5 screen Cinemark Theater
- 140,000 sf VA/DOD regional health clinic
- 63,000 Community Hospital of Monterey Peninsula (now Montage Health) medical and wellness center facility

Public Parks/open space

- 9th Street Multi-modal corridor and roundabout (west)
- Village Square
- Residential parks A, J, K

Public/Private Streets

- 39.88 acres of streets - 9th Street, General Stillwell Drive, 3rd Avenue, 8th Street, 10th Street, residential streets, commercial access ways

Future Development

Near Term Improvements. The Dunes project is progressing with the key components for the buildout of the remainder of Phase 1. First, there is market analysis, financial modeling, and site and architectural planning underway for the Promenade. This is anticipated to be a mixed-use development, combining 83 or more townhome/condominium units, including live/work townhomes, and approximately 53,000 square feet of commercial space. It is

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. These improvements, and other improvements in future phases of the Dunes project, are subject in many cases to City Council discretionary land use approvals that may or may not be granted by the City Council. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021. Certain improvements in future phases are subject to City Council discretionary land use approvals that may or may not be granted by the City Council.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land development

company, titled Marina Community Partners, LLC. Each member of the Developer limited liability partnership has a 33 1/3% interest in the Developer (Shea Homes now has a 2/3rds interest). The Developer's primary responsibility is the promotion of the Dunes project. Shea Homes is the managing partner of the Developer, specifically, operating with offices located in the City, and through oversight of Shea Homes Northern California Division, in Livermore, California. The Developer was formed in 2005, and is a registered Delaware limited liability company.

The purpose of the Developer is to acquire the project property from the City to promote and develop the underlying property of the Dunes project master plan for sale to Developer members or other third-party developers for vertical construction and use. Investment in the Dunes project to date has come from internal funds from each of the three Developer parties. These sources have funded entitlements, backbone infrastructure, and vertical improvements for both residential and commercial uses. Other sources of funding have come from third party developers who have purchased commercial and multi-family residential pads and constructed the vertical retail, office, and residential improvements. Funding for improvements in future project phases are anticipated to come from similar sources.

Shea Homes Limited Partnership is an affiliated company to J.F. Shea Co. Inc.. Both companies are headquartered in Walnut, California, near Los Angeles, California, and are privately held. J.F. Shea Co. Inc. was established in 1881, focuses on heavy construction projects, and is credited with participation in construction of the Golden Gate Bridge, the Hoover Dam, and portions of the Bay Area Rapid Transit System (BART). Shea Homes has multiple divisions including both single family and active adult focused homebuilding operations in states including California, Arizona, Colorado, Texas and North Carolina. Other affiliated businesses include Shea Mortgage and Shea Properties.

Today, Shea Homes operates in many states throughout the U.S., including California, Colorado, Nevada, Arizona, Washington, Virginia, North Carolina, Florida, and Texas. Recently, Shea Homes celebrated its 100,000th closing. Shea Homes is the 13th largest home builder, as rated by closings in 2017. The Dunes project is managed locally, and out of the Livermore, California, office of Shea Homes, Northern California Division. Currently Shea Homes Northern California has 14 active residential and/or master planned communities under development throughout northern California.

Shea Properties is an affiliated entity of JF Shea Co, Inc., is headquartered in Aliso Viejo, California, and is a diversified real estate company responsible for the acquisition, design, development, construction, leasing, and management of business parks, shopping centers, apartment communities and mixed-use environments. Shea Properties currently owns and operates more than 8,100 apartment units and 4.9 million square feet of office, industrial and retail space in California, Colorado and Washington, Shea Properties participates in the Dunes project through its northern and southern California offices.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

Limited Source of Funds to Repay Bonds

The Bonds are payable from the Pledged Non-Housing Funds, which are derived solely from increases in the property tax revenues arising from the Dunes development. See "SECURITY FOR THE BONDS" and "THE DUNES PORTION OF THE MERGED PROJECT AREA." Reductions in the assessed value of the property in the Dunes development would result in a reduction in the Pledged Non-Housing Funds, and could result in a failure of the Successor Agency to make timely payment of the debt service due on the Bonds. See "RISK FACTORS—Reduction in Taxable Value." The Successor Agency expects to issue Parity Debt secured by the pledge of the Pledged Non-Housing Funds under the Indenture as assessed values of the property in the Dunes development increases, as a consequence of further development of the Dunes project. See "FINANCING PLAN—The Infrastructure Note" and "SECURITY FOR THE BONDS—Parity Debt."

Recognized Obligation Payment Schedule

The Dissolution Act provides that only those payments listed in a Recognized Obligation Payment Schedule may be made by a successor agency from the funds specified in the Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Dissolution Act, on or before each February 1 commencing February 1, 2016, the Successor Agency shall submit to the Oversight Board and the DOF, a Recognized Obligation Payment Schedule unless, at the option of the Successor Agency and subject to DOF approval and satisfaction of certain other conditions, a Last and Final Recognized Obligation Payment Schedule is filed by the Successor Agency and is approved by the DOF in which event no such periodic filing requirements apply. In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, for each annual period, the Dissolution Act requires each successor agency to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Consequently, in instances where a Last and Final Recognized Obligation Payment Schedule is not filed, Pledged Non-Housing Funds will not be withdrawn from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller and remitted to the Successor Agency without a duly approved and effective Recognized Obligation Payment Schedule to pay debt service on the Bonds and to pay other enforceable obligations for each applicable annual period. In the event the Successor Agency were to fail to file a Recognized Obligation Payment Schedule as required, the availability of Pledged Non-Housing Funds to the Successor Agency could be adversely affected for such period. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules." The Successor Agency has indicated that it has no current plans to file a Last and Final Recognized Obligation Payment Schedule. See last paragraph under "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules – Submission of Recognized Obligation Payment Schedule."

In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, if a successor agency does not submit a Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the DOF may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations

from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller is then required to distribute the portion of any of the sums withheld as described above to the affected taxing entities in accordance with applicable provisions of the Dissolution Act upon notice by the DOF that a portion of the withheld balances are in excess of the amount of enforceable obligations. Although the Successor Agency currently has no plans to file a Last and Final Recognized Obligation Payment Schedule nothing in the Indenture prevents it from doing so in the future.

For a description of the covenant made by the Successor Agency in the Indenture relating to the obligation to submit Recognized Obligation Payment Schedules on a timely basis, see "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

AB 1484 also added provisions to the Dissolution Act implementing certain penalties in the event a successor agency does not timely submit a Recognized Obligation Payment Schedule as required. Specifically, an oversight board approved Recognized Obligation Payment Schedule must be submitted by the successor agency to the county auditor-controller and the DOF, no later than each February 1 for the subsequent annual period. If a successor agency does not submit a Recognized Obligation Payment Schedule by such deadlines, the city or county that established the redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, a successor agency's administrative cost allowance is reduced by 25% if the successor agency does not submit an oversight board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline, with respect to the Recognized Obligation Payment Schedule for the subsequent annual period.

Challenges to Dissolution Act

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., California Health and Safety Code sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, §10, cl.1; Cal. Const. art. 1, §9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora's constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora's takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment,

however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency's ability to timely pay debt service on the Bonds.

Reduction in Taxable Value

Pledged Non-Housing Funds allocated to the Redevelopment Property Tax Trust Fund and thereby available to pay principal of and interest on the Bonds are determined by the amount of incremental taxable value in the Dunes development and the current rate or rates at which property in the Dunes development is taxed. The reduction of taxable values of property in the Dunes development caused by economic factors beyond the Successor Agency's control, such as sale of property to a non-profit corporation or governmental entity exempt from property taxation, or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Pledged Non-Housing Funds available to pay debt service on the Bonds. Such reduction of Pledged Non-Housing Funds to pay debt service on the Bonds could have an adverse effect on the Successor Agency's ability to make timely payments of principal of and interest on the Bonds; this risk could be increased by the significant concentration of property ownership in the Dunes development. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Largest Taxpayers."

As described in greater detail under the heading "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution," Article XIIIA provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a two percent increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the Bonds with respect to property in the Dunes development could reduce the Pledged Non-Housing Funds available to pay debt service on the Bonds.

In addition to the other limitations on, and required application under the Dissolution Act of Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and thereby the Pledged Non-Housing Funds. Although the federal and State Constitutions include clauses generally prohibiting the Legislature's impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Tax Revenues and adversely affect the source of repayment and security of the Bonds.

Limitations on Remedies

The enforceability of the rights and remedies of the owners of the Bonds and the obligations of the Successor Agency may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; equitable principles which may limit the specific enforcement under state law of certain remedies: the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a

significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Bond Owners.

Risks to Real Estate Market

The Successor Agency's ability to make payments on the Bonds will be dependent upon the economic strength of the property in the Dunes development. The general economy of the property in the Dunes development will be subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development within the Dunes development could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development. In addition, if there is a significant decline in the general economy of the City, the owners of property within the Dunes development may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Tax Revenues by the Successor Agency, and thereby the Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage" for a description of the projected debt service coverage on the Bonds.

Concentration of Property Ownership

Based on fiscal year 2017-18 assessed taxable valuations, the Developer and related entities represent 25.8%, and the top ten taxable property owners in the Dunes development represent 67.48% of the total fiscal year 2017-18 assessed value. A default by any such taxpayer in the payment of its property taxes could materially and adversely affect the ability of the Successor Agency to pay debt service on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Largest Taxpayers."

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. See "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution." The Successor Agency is unable to predict if any further adjustments to the full cash value base of real property within the Redevelopment Projects, whether an increase or a reduction, will be realized in the future.

Development Risks

The general economy of a redevelopment project will be subject to all the risks generally associated with real estate development. Projected development may be subject to unexpected delays, disruptions and changes. Real estate development operations may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development operations within a redevelopment project could be adversely affected by future governmental policies, including governmental policies to restrict or control development. If projected development in a redevelopment project is delayed or halted, the economy of the redevelopment project could be affected. If such events lead to a decline in assessed values they could cause a reduction in incremental property tax revenues.

A decline in development activity in the Dunes development may not, in itself, adversely impact the Successor Agency's ability to pay debt service on the Bonds in light of the debt service coverage provided by fiscal year 2017-18 Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Future Land Use Regulations and Growth Control Initiatives

In the past, citizens of a number of local communities in California have placed measures on the ballot designed to limit the issuance of building permits or impose other restrictions to control the rate of future growth in those areas. It is possible that future initiatives could be enacted that could be applicable to the City and have a negative impact on the ability of developers in the Redevelopment Project to complete any existing or proposed development. Bond Owners should assume that any event that significantly affects the ability to develop land in the City could cause the land values within the Redevelopment Project to decrease substantially and could affect the willingness and ability of the owners of land within the Redevelopment Project to pay property taxes when due.

There can be no assurance that land development within the Dunes development will not be adversely affected by future governmental policies, including, but not limited to, government policies to restrict or control development. Under current State law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on the permits prior to the adoption of such regulations.

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the Dunes development and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Pledged Non-Housing Funds. The Successor Agency has in the past experienced reductions in its tax increment revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a discussion of historical assessment appeals in the Dunes development and summary information regarding pending and resolved assessment appeals for the Successor Agency, see "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" and Section 5 of the Fiscal Consultant's Report in APPENDIX G.

The Developer and related parties, and one other of the top ten largest property taxpayers in the Dunes development, have pending property tax appeals. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" for a description of pending appeals and the potential impact on Pledged Non-Housing Funds if the appeals are granted.

Levy and Collection of Taxes

The Successor Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Pledged Non-Housing Funds used to pay debt service on the Bonds.

Delinquencies in the payment of property taxes by the owners of land in the Dunes development, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Successor Agency's ability to make timely payments on the Bonds.

Bankruptcy and Foreclosure

The payment of the property taxes from which the Pledged Non-Housing Funds are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Although such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, the Successor Agency believes any such adverse impact is unlikely in light of the debt service coverage provided by fiscal year 2017-18 Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage" for a description of the debt service coverage on the Bonds.

Estimated Revenues

In estimating that Pledged Non-Housing Funds will be sufficient to pay debt service on the Bonds, the Fiscal Consultant has made certain assumptions with regard to present and future assessed valuation in the Dunes development, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Pledged Non-Housing Funds available to pay debt service on the Bonds will be less than those projected and such reduced revenues may be insufficient to provide for the payment of principal of and interest on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Seismic Factors and Flooding

The occurrence of severe seismic activity and/or flooding in the Dunes development could result in substantial damage to property located in the Dunes development, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction could result in a decrease in Pledged Non-Housing Funds.

The San Andreas Fault runs through the southeastern portion of the County for approximately 30 miles and poses the single greatest seismic risk to the City. Two other active faults include the Palo Colorado-San Gregorio Fault zone and the Monterey Bay Fault zone, which lies seaward of the City extending northwesterly to the Pacific Ocean. The western boundary of the City is located on the Pacific Ocean and the City is at risk of tsunami inundation along the shoreline and in the Salinas River flood plain to the north of the City; however, the Dunes development is not located in any Federal Emergency Management Agency flood zone.

See also "RISK FACTORS—Concentration of Property Ownership."

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels in the Dunes development would be the discovery of a hazardous substance that would limit the beneficial use of the property. In general, the owners and operators of an assessed parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as CERCLA or the Superfund Act, is the most well known and widely applicable of these laws but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition on the property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the assessed parcels be affected by a hazardous substance would be to reduce the marketability and value of the parcel by the costs of remedying the condition, since the purchaser, upon becoming owner, will become obligated, along with the seller, to remedy the condition.

The Dunes development is being constructed on a portion of the former Fort Ord Army base. See "THE DUNES DEVELOPMENT—Environmental Conditions" for extensive disclosures regarding certain environmental factors related to the Dunes property, and related investigations and remedial efforts.

Covid-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the State of California and local governmental agencies within the State, as well as the entire United States. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

The COVID-19 Pandemic has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools. The United States is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

On March 4, 2020, the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19. Under the California Emergency Services Act, during a state of emergency, the Governor has authority over all agencies of the state government and can exercise the State's police powers. His powers also include the power to promulgate, issue, and enforce orders and regulations as he deems necessary.

Since declaring the emergency, the Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include his March 19, 2020 Executive Order N-33-20, which orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of certain critical infrastructure sectors, as described in that order and later designations. On _____, 2020, the County declared a local public health emergency and issued a series of orders, which generally align, among other matters, with the Governor's order. These actions are focused on "social distancing," or limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and impacts enterprise operations and the economy. The shelter in place orders from the State and the County are ongoing and are expected to continue to be enforced until the threat to public health from the COVID-19 pandemic can be adequately managed.

The Governor issued Executive Orders N-29-20 and N-35-20 relaxing state and local agency open meeting laws to accommodate social distancing. The Successor Agency has held recent meetings of its Board of Directors remotely, unhindered by the COVID-19 Pandemic. The Successor Agency's employees, constituting City employees, and its consultants, have continued to work remotely, leveraging available technology to continue operations. The City does not expect its business operations related to the Successor Agency to be materially curtailed; however, the Successor Agency offers no assurances that Board member or employee absences due to COVID-19 illnesses will not materially and adversely impact its operations.

At present all construction activities in the City, other than with respect to projects 100% of the units in which are to be rented to low income persons and families, have been suspended by order of the County's Public Health Officer. The foregoing includes the suspension of construction activity within The Dunes development. No prediction can be made as to when the suspension of construction activities will be lifted.

Future property taxes, and therefore Available Tax Revenues to the Successor Agency, could be impacted. The initial impact could occur because upcoming property tax installments could be deferred, or some taxpayers may be unable to make their property tax payments. Through _____, 2020, the County reports it has received _____ percent of the 2019-20 property tax levy, which results in a delinquency rate of approximately _____ percent. The value of property on the 2020-21 and future tax rolls could be reduced, which will not be known until the tax roll is released sometime in late July of 2020. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes and therefore Available Tax Revenues.

Changes in the Law

There can be no assurance that the California electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of the Pledged Non-Housing Funds available to pay debt service on the Bonds.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Successor Agency in violation of its covenants in the Indenture.

In addition, current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals.

Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Finally, the Successor Agency does not intend to make an application for the assignment of a rating for the Bonds, which may further limit a secondary market for the Bonds. See "NO RATING."

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Successor Agency has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Successor Agency's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Successor Agency with respect to certain material facts within the Successor Agency's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Bonds is the price at which a substantial amount of the Bonds is first sold to the public. The Issue Price of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bonds. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. For example, legislation has been introduced in the current session of Congress which would, among other things and if enacted, change the income tax rates for individuals and corporations and repeal the federal alternative minimum tax. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Successor Agency as a taxpayer and the Bond owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the opinion that Bond Counsel expects to deliver upon the issuance of the Bonds is set forth in APPENDIX B—FORM OF OPINION OF BOND COUNSEL.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being the principal amount of the Bonds of $_____, less an Underwriter's discount of $_____, and plus an original issue premium of $_____). The Underwriter will purchase all of the Bonds if any are purchased.

The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

KNN Public Finance, LLC, Oakland, California, has served as municipal advisor (the "Municipal Advisor") to the Successor Agency in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in the Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINIONS

The proposed form of Bond Counsel's approving opinion with respect to the Bonds is attached hereto in APPENDIX B—FORM OF OPINION OF BOND COUNSEL. In addition to those matters opined on by Bond Counsel, certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP, in its capacity as Disclosure Counsel to the Successor Agency for the Bonds and by Goldfarb & Lipman LLP, Oakland, California, in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, in its capacity as Underwriter's Counsel.

LITIGATION

There is no action, suit or proceeding known to the Successor Agency to be pending and notice of which has been served upon and received by the Successor Agency, or threatened, restraining or enjoining the execution or delivery of the Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Successor Agency taken with respect to any of the foregoing. See, however, "RISK FACTORS—Challenges to Dissolution Act."

NO RATING

The Successor Agency has not made, and does not intend to make, any application for the assignment of a rating to the Bonds.

CONTINUING DISCLOSURE

The Successor Agency has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Successor Agency (the "Annual Report") by not later than April 1 after the end of the Successor Agency's fiscal year (the current end of the Successor Agency's fiscal year is on June 30), commencing with the report for the 2019-20 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by the Successor Agency with the Municipal Securities Rulemaking Board (the "MSRB"). The notices of enumerated events will be filed by the Successor Agency with the MSRB. The specific nature of the information to be made available and to be contained in the notices of material events is summarized below under the caption APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The Successor Agency has complied in all material respects with respect to prior continuing disclosure obligations under the Rule in connection with the 2018A Bonds and the 2018B Bonds. However, within the past five years the City failed to make filings for certain CUSIP numbers related to general obligation bonds that it issued in 2005. The City has since made filings to remedy those failures. In order to promote compliance by the City and the Successor Agency with continuing disclosure obligations, the City has adopted disclosure policies, and the Successor Agency has retained Applied Best Practices, LLC to serve as the dissemination agent under the Continuing Disclosure Certificate for the Bonds. See APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

AUDITED FINANCIAL STATEMENTS

The City's annual financial statements for its fiscal year ended June 30, 2019 (the "City Financial Statements") are attached as APPENDIX E—ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City Financial Statements include financial information of the Successor Agency for the fiscal year ended June 30, 2019. The financial statements were audited by Mann, Urrutia, Nelson CPAs & Associates, LLP (the "Auditor"). The Auditor has not been asked to consent to the inclusion of the City Financial Statements in this Official Statement and has not reviewed this Official Statement.

As described in "SECURITY FOR THE BONDS—Limited Obligation," the Bonds are payable from and secured by a pledge of Available Non-Housing Tax Increment Funds and the Bonds are not a debt of the City. APPENDIX E is included in this Official Statement only because it includes the Successor Agency's audited financial information.

MISCELLANEOUS

All of the preceding summaries of the Indenture, the Redevelopment Law, the Dissolution Act, other applicable legislation, agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Successor Agency for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the City Manager of the City of Marina, California, on behalf of the Successor Agency, has been duly authorized by the Successor Agency.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By _____
City Manager
City of Marina, California

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

[to come]

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

June __, 2020

Successor Agency to the
Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California 93933

OPINION: $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Marina Redevelopment Agency, as successor to the former Marina Redevelopment Agency (the "Former Agency"), of its $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "2020A Bonds"), pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), Resolution No. 2020-01 (SA-MRA) adopted by the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture").

In connection with this opinion, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public body, corporate and politic, with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the 2020A Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable upon the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the 2020A Bonds, on a parity with the pledge thereof for the security of any Parity Debt that may be issued pursuant to and as such capitalized term is defined in the Indenture.

4. The 2020A Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Successor Agency's compliance with certain covenants, interest on the 2020A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest on the 2020A Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2020A Bonds.

6. The interest on the 2020A Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2020A Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the 2020A Bonds.

The rights of the owners of the 2020A Bonds and the enforceability of the 2020A Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Successor Agency and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix C concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Successor Agency takes no responsibility for the completeness or accuracy thereof. The Successor Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on such website is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates

representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Successor Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Successor Agency believes to be reliable, but the Successor Agency takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY (the "Successor Agency") in connection with the issuance of $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Successor Agency covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean Applied Best Practices, LLC, or any successor Dissemination Agent designated in writing by the Successor Agency and which has filed with the Successor Agency a written acceptance of such designation. In the absence of such a designation, the Successor Agency shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the Official Statement with respect to the Bonds, dated June __, 2020.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Successor Agency for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The Successor Agency shall, or shall cause the Dissemination Agent to, not later than the April 1 occurring after the end of each fiscal year of the Successor Agency (which currently ends on June 30), commencing with the report for the 2019-20 Fiscal Year, which is due not later than April 1, 2021, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Successor Agency may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the Successor Agency's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the Successor Agency shall provide the Annual Report to the Dissemination Agent (if other than the Successor Agency). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the Successor Agency. If the Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file event shall have occurred and the Successor Agency irrevocably directs the Dissemination Agent in a timely manner to send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) *Report of Non-Compliance*. If the Successor Agency is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the Successor Agency shall send, in a timely manner, a notice to EMMA substantially in the form attached hereto as Exhibit A. If the Successor Agency is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send, in a timely manner, a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the Successor Agency, file a report with the Successor Agency certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the City of Marina, California for the preceding fiscal year (which include financial information for the Successor Agency), prepared in accordance with generally accepted accounting principles. If the Successor Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited financial statements of the Successor Agency, the Annual Report for each fiscal year shall also include financial and operating data with respect to the Successor Agency for the most recent full fiscal year (except as provided in (4) below), as follows:

(1) Cumulative tax increment revenues allocated to the Former Agency and the Successor Agency, and outstanding bonded indebtedness, each as applicable under the fiscal merger of the Marina Municipal Airport Redevelopment Plan, the Marina Redevelopment Plan and the Redevelopment Project No. 3 Redevelopment Plan (plan limitations of $4,000,000,000 and $655,000,000, respectively).

(2) Ten Largest Property Taxpayers (substantially in the form of Table 4 in the Official Statement).

(3) Historical Pledged Non-Housing Funds (substantially in the form of Table 5 in the Official Statement).

(4) Projection of Pledged Non-Housing Funds available for Debt Service and Debt Service Coverage for the Bonds (and any outstanding Parity Debt) in a format similar to Table 8 in the Official Statement for the current fiscal year, but with no requirement to project future years' values and coverage.

(5) The issuance of any Parity Debt related to the Bonds, including a description of the date of issuance, the principal amount issued and the use of proceeds thereof.

(6) The amount of the Reserve Requirement for the Bonds as of the end of such fiscal year and the amount on deposit as of such date in the Series 2020A Reserve Account of the Series A Debt Service Fund.

(7) The amount of the Reserve Requirement for the 2018A Bonds and any reserve requirement for any outstanding Parity Debt as of the end of such fiscal year and the amount on deposit as of such date in the Reserve Account for the 2018A Bonds and in any reserve account for such Parity Debt, respectively.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Successor Agency or related public entities, which are available to the public on EMMA. The Successor Agency shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the Successor Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Indenture.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The Successor Agency has initially appointed Applied Best Practices, LLC as the Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Successor Agency, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Successor Agency pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bond owner, with respect to any such reports, notices or disclosures. The fact that

the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the Successor Agency.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the Successor Agency for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Successor Agency from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Successor Agency, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the Successor Agency or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the Successor Agency. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Successor Agency may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Successor Agency that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the Successor Agency shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Successor Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of

dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Successor Agency shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Successor Agency to comply with any provision of this Disclosure Certificate, any Certificate owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with their obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the Successor Agency to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Successor Agency, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: June __, 2020

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

By: _____
Layne Long,
City Manager
of the City of Marina

ACKNOWLEDGED and AGREED:

APPLIED BEST PRACTICES, LLC, as
Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor:	Successor Agency to the Marina Redevelopment Agency
Names of Issue:	Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A
Date of Issuance:	June __, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated the Date of Issuance, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

APPLIED BEST PRACTICES, LLC, as Dissemination Agent

By _____
Authorized Officer

APPENDIX E

ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019

The Auditor was not requested to consent to the inclusion of its report in this Appendix E and it has not undertaken to update financial statements included in this Appendix E. No opinion is expressed by the Auditor with respect to any event subsequent to its report.

APPENDIX F

GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY

The following information is provided for background purposes only. The City of Marina and the County of Monterey have no liability or responsibility whatsoever with respect to the Bonds or the Indenture.

Introduction

The City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, 8 miles west of the City of Salinas, and 8 miles north of the City of Monterey. The City is also connected to Monterey, California by California State Route 1, which also connects it with Santa Cruz, California, after driving for about 35 miles. The City lies at an elevation of 43 feet. The City was incorporated in 1975 and is the newest city on the Monterey Peninsula. The City includes part of the California State University, Monterey Bay campus, the UC MBEST branch research center of the University of California Santa Cruz, and the Veterans Transition Center (VTC). According to the United States Census Bureau, the City has a total area of 9.8 square miles, of which 8.9 square miles is land and 0.9 square miles is water.

The City's history is intertwined with that of Fort Ord. Fort Ord lands were used as an infantry training center since the Mexican–American War. Major growth took place in 1938 with the first joint Army and Navy maneuvers held in 1940. Fort Ord was selected in 1991 for decommissioning and the post formally closed after troop reassignment in 1994. In July 1994 the first academic year of California State University, Monterey Bay opened, and barracks were soon transformed into dorms. As a result of base closure, some of the last undeveloped natural wildlands on the Monterey Peninsula are now overseen by the Bureau of Land Management, including 86 miles of trails for the public to explore on foot, bike or horseback. In 2012, President Barack Obama designated 14,000 acres of the closed base as a National Monument managed by the BLM.

The County. Monterey County, described as the "greatest meeting of land and sea" celebrated its quadricentennial in 2002. In 1602, Spanish merchant Sebastian Vizcaino became the first European on the Monterey Peninsula. He christened Monterey after the viceroy of New Spain, Count de Monte Rey. Eventually, the City of Monterey served as California's first capital, where the State constitution was signed in 1849. The County is one of the 27 original California counties, incorporating in 1850.

With an area of about 3,300 square miles, the County borders the Pacific Ocean almost at the midpoint of California with 99 miles of coastline. The County is located about 100 miles south of San Francisco and 240 miles north of Los Angeles. It is bordered by Santa Cruz County to the north, San Benito (originally part of Monterey County), Fresno and Kings Counties to the east and San Luis Obispo County to the south.

There are two distinct sub-regions in the County. One is the Monterey Peninsula, world famous for beautiful ocean views, opulent homes, the 17-mile drive, seafood and golf courses. The other, the Salinas Valley, is equally renowned as an area full of fertile farmland, running almost the entire length of the County and is one of the world's major vegetable producing areas.

The Department of Defense has a number of installations located in the County: Fort Hunter-Liggett, Camp Roberts, the Naval Postgraduate School, the Defense Language Institute

and some support facilities for the Naval Postgraduate School and the Defense Language Institute and certain other functions at what used to be Fort Ord. The Monterey Peninsula, famed for its scenic beauty, is a year-round tourist attraction. Pebble Beach, Cypress Point, Spyglass Hill, Poppy Hills and The Links at Spanish Bay are well known Monterey Peninsula golf courses. The Monterey Bay Aquarium and the City of Carmel-By-The-Sea also are attractions that draw tourists to the Monterey Peninsula.

The County also benefits from two wilderness areas set aside for recreational enjoyment, consisting of 468,538 total acres. The Los Padres National Forest has 304,035 acres and the Ventana Wilderness totals 164,503 acres.

Population

The table below summarizes population of the City of Marina, Monterey County, and California for the last five years.

CITY OF MARINA, MONTEREY COUNTY, and STATE OF CALIFORNIA
Population

Year	City of Marina	Monterey County	State of California
2015	21,179	432,964	38,952,462
2016	21,669	438,159	39,214,803
2017	22,263	441,898	39,504,609
2018	22,548	442,940	39,740,508
2019	22,957	445,414	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2010-19, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for the County, the State of California and the United States:

MONTEREY COUNTY, CALIFORNIA, and UNITED STATES
Civilian Labor Force, Employment, and Unemployment
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2015	Monterey County	221,400	203,500	17,900	8.1%
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Monterey County	220,400	203,800	16,700	7.6
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Monterey County	220,200	204,400	15,800	7.2
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018	Monterey County	224,100	210,000	14,000	6.3
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019[2]	Monterey County	222,500	208,700	13,800	6.2
	California	19,411,600	18,627,400	784,200	4.0
	United States	163,539,000	157,538,000	6,001,000	3.7

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-19, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Industries in the County

The table below sets forth a list of major employers in Monterey County in 2020.

MONTEREY COUNTY
2020 Major Employers

Employer Name	Location	Industry
Al Pak Labor	Soledad	Fruits & Vegetables-Wholesale
Azcona Harvesting	Greenfield	Harvesting-Contract
Bud of California	Soledad	Fruits & Vegetables-Growers & Shippers
Carol Hatton Breast Care Ctr	Monterey	Clinics
Casa Palmero At Pebble Beach	Pebble Beach	Hotels & Motels
County-Monterey Behavioral	King City	Health Services
Hilltown Packing Co	Salinas	Harvesting-Contract
Mann Packing Co	Salinas	Fruits & Vegetables-Growers & Shippers
Middlebury Institute-Intl	Monterey	University-College Dept/Facility/Office
Misionero Vegetables	Gonzales	Fruits & Vegetables-Growers & Shippers
Monterey County Social Svc Dpt	Salinas	Government Offices-County
Monterey Peninsula College	Monterey	Junior-Community College-Tech Institutes
Natividad Medical Ctr	Salinas	Hospitals
Ord Community Commissary	Seaside	Military Bases
Pebble Beach Co	Pebble Beach	Resorts
Premier Raspberry LLC	Royal Oaks	Grocers-Wholesale
Premium Harvesting & Packing	Salinas	Employment Agencies & Opportunities
Presidio of Monterey	Monterey	Military Bases
Quality Farm Labor	Gonzales	Labor Contractors
R C Packing	Gonzales	Packing & Crating Service
Salinas Valley Meml Healthcare	Salinas	Health Care Management
US Defense Manpower Data Ctr	Seaside	Government Offices-Us
Valley Harvesting	Greenfield	Crop Harvesting

Source: America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Construction Activity

The following table reflects the five-year history of building permit valuation for Marina and Monterey County:

CITY OF MARINA
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 761	$ 17,492	$ 17,793	$ 25,210	$ 60,820
New Multi-family	894	4,500	-	8,360	-
Res. Alterations/Additions	507	2,253	841	1,411	15,105
Total Residential	2,162	24,245	18,635	34,982	75,925
Total Nonresidential	45,129	52,155	26,940	3,896	3,237
Total All Building	47,292	76,401	45,575	38,879	79,163
New Dwelling Units:					
Single Family	3	74	70	94	206
Multiple Family	8	12	-	47	-
Total	11	86	70	141	206

MONTEREY COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 97,600	$ 116,703	$ 152,257	$ 165,341	$ 199,194
New Multi-family	8,635	38,947	22,331	33,318	51,460
Res. Alterations/Additions	59,820	63,610	67,799	73,317	88,972
Total Residential	166,057	219,262	242,389	271,977	339,627
Total Nonresidential	154,340	223,141	197,865	171,630	151,103
Total All Building	320,398	442,403	440,254	443,608	490,731
New Dwelling Units:					
Single Family	236	374	486	523	611
Multiple Family	85	258	118	178	212
Total	321	632	604	701	823

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Columns may not sum to totals due to independent rounding.
(1) Latest available full year data.

Median Household Income

The following table summarizes the total effective buying income and the median household effective buying income for Marina, the County, the State of California and the nation for the five most recent years.

CITY OF MARINA, CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA and UNITED STATES
Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Marina	$ 413,715	$ 45,436
	Monterey County	8,776,830	50,389
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Marina	445,280	47,814
	Monterey County	9,535,558	52,802
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Marina	476,851	50,129
	Monterey County	10,045,200	56,609
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Marina	502,179	55,938
	Monterey County	10,807,771	60,275
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2019	City of Marina	526,229	61,719
	Monterey County	11,180,302	65,078
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: Nielsen Claritas, Inc.

APPENDIX G

FISCAL CONSULTANT'S REPORT

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MARKED TO SHOW CHANGES. (5/14/20)

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$5,095,000*
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY HOUSING TAX ALLOCATION BONDS, SERIES 2020B

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $5,095,000* Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,585,000 initial principal amount of Housing Tax Allocation Bonds, Series 2018B (the "2018B Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018B Bonds are payable from and secured by a first lien on the Available LMIHF Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay and the Sea Haven developments described herein, and moneys in a Series B Debt Service Fund (other than a Reserve Account therein which secures only the 2018B Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020B Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018B Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Available LMIHF Funds and amounts in the Series B Debt Service Fund (other than the Reserve Account and the Series 2020B Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Tax Allocation Bonds, Series 2018A (the "Series A Bonds"), in addition to the Bonds. The Series A Bonds are separately secured under the Indenture, and the Series A Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series A Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE
(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. These improvements, and other improvements in future phases of the Dunes project, are subject in many cases to City Council discretionary land use approvals that may or may not be granted by the City Council. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, ~~,~~ final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021. Certain improvements in future phases are subject to City Council discretionary land use approvals that may or may not be granted by the City Council.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Dunes Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$5,095,000*

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY HOUSING TAX ALLOCATION BONDS, SERIES 2020B

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $5,095,000* Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,585,000 initial principal amount of Housing Tax Allocation Bonds, Series 2018B (the "2018B Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018B Bonds are payable from and secured by a first lien on the Available LMIHF Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay and the Sea Haven developments described herein, and moneys in a Series B Debt Service Fund (other than a Reserve Account therein which secures only the 2018B Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020B Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018B Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Available LMIHF Funds and amounts in the Series B Debt Service Fund (other than the Reserve Account and the Series 2020B Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Tax Allocation Bonds, Series 2018A (the "Series A Bonds"), in addition to the Bonds. The Series A Bonds are separately secured under the Indenture, and the Series A Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series A Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE
(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

$5,095,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

MATURITY SCHEDULE

$_____ Serial Bonds

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___
$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___

† Copyright 2020, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services Bureau, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the Successor Agency or the Underwriter and are included solely for the convenience of the holders of the Bonds. Neither the Successor Agency nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

* Preliminary, subject to change.

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY BOARD OF DIRECTORS*

Bruce Carlos Delgado, *Chair/Mayor*
Frank O'Connell, *Councilmember*
Gail Morton, *Councilmember*
Lisa Berkley, *Councilmember*
Adam Urrutia, *Councilmember*

SUCCESSOR AGENCY/CITY OFFICIALS

Layne Long, *City Manager*
Eric Frost, *City Finance Director*
Anita Shepherd-Sharp, *Board Secretary/Deputy City Clerk*

PROFESSIONAL SERVICES

Successor Agency General Counsel
Goldfarb & Lipman LLP
Oakland, California

Municipal Advisor
KNN Public Finance, LLC
Oakland, California

Fiscal Consultant
Keyser Marston Associates, Inc.
Berkeley, California

Bond Counsel and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Trustee
MUFG Union Bank, N.A.
San Francisco, California

Dissemination Agent
Applied Best Practices, LLC
Irvine, California

* The City Council of the City of Marina, California, serves as the Governing Board of the Successor Agency.

TABLE OF CONTENTS

Page

INTRODUCTION 1
Authority and Purpose 1
The City, the Former Agency and the Successor Agency 2
The Former Agency Obligation 3
The Merged Redevelopment Projects 4
Tax Increment Financing 5
Authority to Issue Bonds 5
Security for the Bonds 6
Outstanding Parity Debt 7
Reserve Account 7
Limited Obligation 8
Additional Parity Debt 8
Professionals Involved in the Offering 8
Further Information 9
FINANCING PLAN 9
The Housing Note 9
Related Obligation 10
Sources and Uses of Funds 11
Debt Service Schedule 11
THE BONDS 12
Authority for Issuance 12
Description of the Bonds 12
Redemption 12
THE DISSOLUTION ACT 15
Recognized Obligation Payment Schedules 16
SECURITY FOR THE BONDS 19
Pledge Under the Indenture 19
Available LMIHF Funds 19
Flow of Funds Under the Indenture 21
Reserve Account 23
Limited Obligation 24
Recognized Obligation Payment Schedules 25
County Administrative Fees 26
Pass-Through Payments 26
The 2000 Bonds 26
Parity Debt 27
Series A Bonds 29
PROPERTY TAXATION IN CALIFORNIA 29
Property Tax Collection Procedures 29
Unitary Property 31
Article XIIIA of the State Constitution 31
Appropriations Limitation—Article XIIIB 33
Proposition 87 33
Appeals of Assessed Values 33
Propositions 218 and 26 34
Future Initiatives 34
THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY 35
Successor Agency Powers 35

Page

Status of Compliance with Dissolution Act 35
Plan Limits 35
THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS 37
Land Use 39
Historical Assessed Values 39
Largest Taxpayers 40
Historic and Estimated Available LMIHF Funds 41
Assessment Appeals 42
New Development 44
Projected Available LMIHF Funds and Estimated Debt Service Coverage 45
THE DEVELOPMENTS 46
The Dunes Development 46
The Dunes Developer 56
The Sea Haven Development 57
The Sea Haven Developer 62
RISK FACTORS 62
Limited Source of Funds to Repay Bonds 63
Recognized Obligation Payment Schedule 63
Challenges to Dissolution Act 64
Reduction in Taxable Value 65
Limitations on Remedies 65
Risks to Real Estate Market 66
Concentration of Property Ownership 66
Reduction in Inflationary Rate 66
Development Risks 67
Future Land Use Regulations and Growth Control Initiatives 67
Assessment Appeals 67
Levy and Collection of Taxes 68
Bankruptcy and Foreclosure 68
Estimated Revenues 68
Seismic Factors and Flooding 69
Hazardous Substances 69
Covid-19 69
Changes in the Law 71
Loss of Tax-Exemption 71
Secondary Market 71
TAX MATTERS 71
UNDERWRITING 73
MUNICIPAL ADVISOR 73
LEGAL OPINIONS 74
LITIGATION 74
NO RATING 74
CONTINUING DISCLOSURE 74
AUDITED FINANCIAL STATEMENTS 75
MISCELLANEOUS 75

APPENDIX A SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
APPENDIX B FORM OF OPINION OF BOND COUNSEL
APPENDIX C BOOK-ENTRY ONLY SYSTEM
APPENDIX D FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2017
APPENDIX F GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY
APPENDIX G FISCAL CONSULTANT'S REPORT

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Successor Agency.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Successor Agency, Marina Community Partners, LLC, the Dunes development or any of the Merged Project Areas since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over-allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

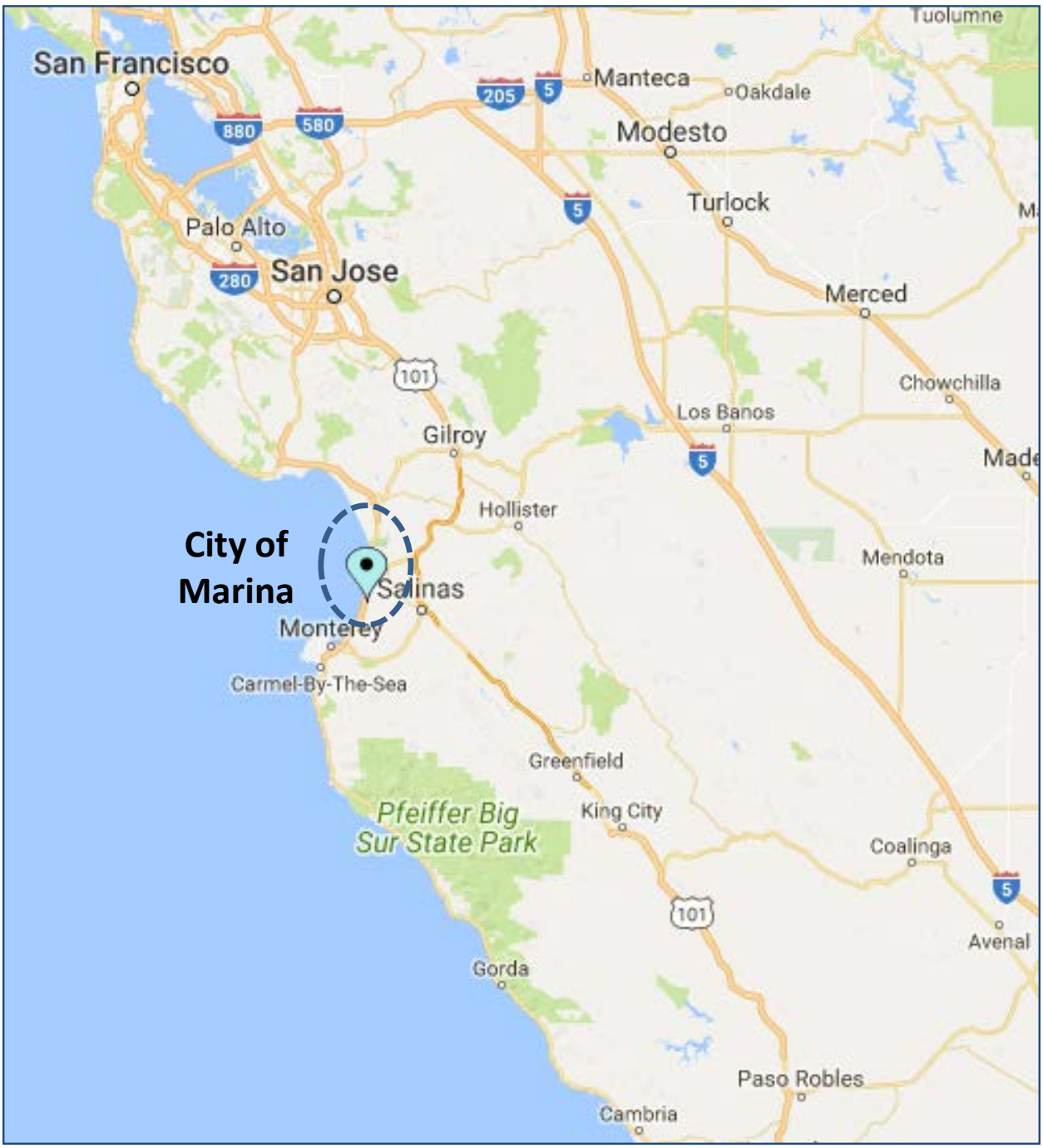
Bonds are Exempt from Securities Laws Registration. The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under section 3(a)(2) of the Securities Act of 1933 and section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, section 21E of the United States Securities Exchange Act of 1934, as amended, and section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE SUCCESSOR AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Website. The City of Marina, California, maintains an Internet website, but the information on the website is not incorporated by reference in or otherwise a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF MARINA

REGIONAL LOCATION MAP



OFFICIAL STATEMENT

$5,095,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

INTRODUCTION

This Official Statement, including the cover page, is provided to furnish information in connection with the sale by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") of its $5,095,000* Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"). Capitalized terms used in this Official Statement and not defined herein have the meanings given to them in the Indenture referred to below. See APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions.

Authority and Purpose

The Successor Agency is issuing the Bonds pursuant to authority granted by section 34177.5(a)(4) of the California Health & Safety Code, Resolution No. 2020-01 (SA-MRA) adopted by the Board of Directors of the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). See "THE BONDS—Authority for Issuance." The Successor Agency is issuing the Bonds to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008 (the "Housing Note") of the former Marina Redevelopment Agency (the "Former Agency") for the benefit of Marina Community Partners, LLC (the "Developer"), (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Housing Note. See "FINANCING PLAN—The Housing Note." The Bonds constitute Parity Bonds under the Indenture, secured on a parity with the 2018B Bonds issued by the Successor Agency on July 26, 2018, to the extent provided in the Indenture. See "INTRODUCTION—Outstanding Parity Debt" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Successor Agency has also issued under, and the Indenture also provides for, the issuance of two series of the Successor Agency's Tax Allocation Bonds, including Series 2018A (the "Series 2018A Bonds") issued on July 26, 2018 in the initial principal amount of $6,905,000 and Series 2020B (collectively, with the Series 2018B Bonds, the "Series B Bonds") to be issued concurrently with the issuance of the Bonds, proceeds of which have been and will be, as applicable, used to satisfy certain other monetary obligations of the Successor Agency to the Developer.

The Indenture also provides for the issuance of the Successor Agency's Tax Allocation Bonds, Series 2018A (the "Series A Bonds") proceeds of which will be used to satisfy certain other monetary obligations of the Successor Agency to the Developer. See "FINANCING PLAN—Related Obligation." The Series A Bonds are separately secured under the Indenture, and are payable from certain funds that are not pledged to or available for payment of the Bonds. See "SECURITY FOR THE BONDS—Series A Bonds."

* Preliminary, subject to change.

The City, the Former Agency and the Successor Agency

City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, adjacent to the City of Seaside and unincorporated Monterey County. The City includes an area of approximately 9.6 square miles and is located approximately 75 miles south of the City of San Jose, 110 miles south of the City of San Francisco, 8 miles north of the City of Monterey and 8 miles west of the City of Salinas. Monterey County is bordered on the north by Santa Cruz County, on the east by San Benito County and Kings County and on the south by San Luis Obispo County. For general information regarding the City and the County see APPENDIX F—GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY.

The City has no responsibility whatsoever for the repayment of the Bonds. See "SECURITY FOR THE BONDS—Limited Obligation."

Former Agency. The Former Agency was activated on June 18, 1985 pursuant to the California Community Redevelopment Law (referred to in this Official Statement as the "Redevelopment Law") and Ordinance No. 85-6 adopted by the City Council. The members of the City Council served as the governing board of the Former Agency.

Dissolution Act. On June 29, 2011, Assembly Bill No. 26 ("AB 1X 26") was enacted together with a companion bill, Assembly Bill No. 27 ("AB 1X 27"). The provisions of AB 1X 26 provided for the dissolution of all redevelopment agencies statewide. The provisions of AB 1X 27 permitted redevelopment agencies to avoid such dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (2011), challenging the constitutionality of AB 1X 26 and AB 1X 27. On December 27, 2011, in its decision in that lawsuit, the California Supreme Court largely upheld AB 1X 26, invalidated AB 1X 27, and held that AB 1X 26 may be severed from AB 1X 27 and enforced independently. As a result of AB 1X 26 and the decision of the California Supreme Court in the *California Redevelopment Association* case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Former Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The primary provisions enacted by AB 1X 26 relating to the dissolution and wind down of former redevelopment agency affairs are found in Parts 1.8 (commencing with section 34161) and 1.85 (commencing with section 34170) of Division 24 of the Health and Safety Code of the State, as amended, including by Assembly Bill No. 1484 ("AB 1484"), enacted on June 27, 2012 as Chapter 26, Statutes of 2012, and on September 22, 2015 by Senate Bill 107 ("SB 107"), enacted as Chapter 325, Statutes of 2015. The provisions of Part 1.85, as amended by AB 1484 and SB 107 and other amendments are referred to in this Official Statement as the "Dissolution Act." The Redevelopment Law together with the Dissolution Act and the acts amendatory thereof and supplemental thereto are sometimes referred to in this Official Statement as, the "Law."

Successor Agency. Pursuant to section 34173 of the Dissolution Act, the City Council of the City adopted Resolution No. 2012-01 on January 10, 2012, pursuant to which the City made an election to serve as the Successor Agency to the Former Agency. However, subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate legal entity from the City, that the two entities shall not merge and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the

Former Agency become assets of the City. See "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY."

The Former Agency Obligation

Prior to its dissolution, the Former Agency entered into a number of agreements with Marina Community Partners, LLC (the "Developer") in connection with The Dunes on Monterey Bay development (the "Dunes"), a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned, mixed-use development on the former Fort Ord Army base located in the City. See "THE DEVELOPMENTS—The Dunes Development." These Agreements included a Disposition and Development Agreement dated as of May 31, 2005 (the "Original DDA"), an Implementation Agreement dated as of September 9, 2006 (the "First Implementation Agreement") and a Second Implementation Agreement, dated as of August 5, 2008 (the "Second Implementation Agreement" and collectively with the Original DDA and the First Implementation Agreement, the "DDA"), and a Tax Increment Financing Plan and Agreement, dated August 5, 2008 (the "Financing Plan").

As part of the Second Implementation Agreement, the Former Agency and the Developer entered into the Financing Plan that specified the terms of certain payments to the Developer. In connection with the Financing Plan, the Former Agency issued a promissory note, dated August 5, 2008, for the benefit of the Developer (the "Housing Note"), and a separate Promissory Note and Agreement, also dated August 5, 2008, for the benefit of the Developer (the "Infrastructure Note," and together with the Housing Note, the "Promissory Notes"). Collectively, the DDA, the Financing Plan and the Promissory Notes are referred to herein as the "Former Agency Obligation." The Second Implementation Agreement committed the Former Agency to pay to the Developer, in reimbursement for Eligible LMIHF Costs (as such term is defined in the Financing Plan) incurred by the Developer in connection with the Dunes development, certain "Available LMIHF Funds" generated by the Dunes development and a separate development also located on the former Fort Ord Army base in the City currently identified as Sea Haven (and formerly known as Marina Heights) that were formerly allocated to housing activities of the Former Agency, as evidenced by the Housing Note. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Promissory Notes.

Under the terms of the DDA and the Financing Plan, the Developer has submitted two invoices detailing its accumulated Eligible LMIHF Costs (consisting of a "Developer Subsidy" as described in the DDA and certain costs attributable to land development and on-site and off-site public improvements related to the development of "Affordable Housing" as required by and described in the DDA), including one to the Former Agency for $5,752,338 on August 5, 2008 and one to the Successor Agency for $9,886,532 on May 17, 2018 totaling $15,638,670. Of the total invoiced amount of LMIHF Costs, the Successor Agency has approved $12,564,000 and has withheld approval of the remaining $3,074,870 subject to purchase by the Developer of property corresponding to the second phase of the Dunes development. A total of $10,703,495 had been reimbursed to the Developer as of April 2020, leaving an outstanding approved balance of $1,860,505 and a total outstanding balance of $4,935,375 inclusive of the additional $3,074,870 expected to be approved upon purchase by the Developer of Phase 2 of the Dunes development.

The Housing Note is payable from certain Available LMIHF Funds arising from the Dunes development and the Sea Haven development that were allocated to housing activities of the Former Agency. The Former Agency and then Successor Agency have been making payments on the Housing Note from the obligated Available LMIHF Funds since December of 2008, and on July 26, 2018, the Successor Agency issued the 2018B Bonds, $6,392,226.00 of the

proceeds of which were used to make a payment on the Housing Note (see "INTRODUCTION—Outstanding Parity Debt"). The Successor Agency's payment obligations under the Former Agency Obligation have been included on the Successor Agency's Recognized Obligation Payment Schedules, which have been approved by the Oversight Board and the California Department of Finance (the "DOF"). The Bonds and the payment on the Housing Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules." Under the Financing Plan, payments of Affordable LMIHF Funds for Eligible LMIHF Costs are limited to $12,564,000 for such costs attributable to Phase 1 of the Dunes development, $18,430,000 for such costs attributable to Phase II of the Dunes development, with the balance of any Available LMIHF Funds to pay for Eligible LMIHF Costs attributable to Phase III of the Dunes development. See "THE DEVELOPMENTS—The Dunes Development" for a description of the three Phases of the Dunes development.

The Financing Plan provides that the Developer may request that the Former Agency issue bonds to make lump sum payments on the Housing Note, with the bonds payable from and secured by a pledge of the Available LMIHF Funds otherwise to be paid to the Developer in respect of the Housing Note, and that the Former Agency will act reasonably and in good faith to issue such bonds. As previously mentioned, the Successor Agency has succeeded to the Former Agency's obligations under the DDA, the Financing Plan and the Housing Note. The Developer has requested that the Successor Agency issue the Bonds in accordance with the requirements of the Financing Plan. The net proceeds of the Bonds will be used to make a lump sum payment on the Housing Note following the issuance and delivery of the Bonds.

The Financing Plan obligates the Successor Agency to use the Available LMIHF Funds allocated to the Successor Agency for each fiscal year with the fiscal year commencing July 1, 2008 and ending, subject to the terms of the Financing Plan, in October, 2027 (the "Payment Obligation Period") to make payments due on the Housing Note, and to periodically issue additional bonded indebtedness. In any event any Parity Debt issued at any time during the Payment Obligation Period may have a term of not less than twenty years from the date it is incurred. It is expected that the Successor Agency will issue additional bonds secured under the Indenture on a parity with the Bonds and the 2018B Bonds, as the Available LMIHF Funds arising from the Dunes and the Sea Haven developments increase as development of the Dunes and Sea Haven communities continues to occur. See "SECURITY FOR THE BONDS—Parity Debt."

The Available LMIHF Funds to be used to pay debt service on the Bonds, the 2018B Bonds and any additional Parity Debt, and otherwise make payments on the Housing Note are payable from amounts in the Redevelopment Obligation Retirement Fund of the Successor Agency into which they are deposited. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Merged Redevelopment Projects

The City has three former redevelopment project areas which have been fiscally merged, which are collectively referred to in this Official Statement as the "Merged Project Areas." The Merged Project Areas include the Redevelopment Project No. 3, formerly known as the Fort Ord Redevelopment Project (the "Fort Ord Project") that was established in 1999, and includes 1,805 acres; the Marina Municipal Airport Area Project (the "Airport Project") that was established in 1997, and includes 1,391 acres; and the Marina Redevelopment Project (the "Marina Project") that was established in 1986, and includes 168 acres. In total, the Merged Project Areas encompass approximately 3,364 acres. The Fort Ord Project and the Airport

Project were both part of the decommissioned Fort Ord military base. The Marina Project includes commercial and residential areas in the central part of the City. The three areas were fiscally merged in 2009 by adoption of City Ordinance Nos. 2009-08, 2009-09 and 2009-10.

The Tax Revenues from the Merged Project Areas are required to be deposited to the Redevelopment Property Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund established and maintained by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Available LMIHF Funds." The merger of the three project areas had no effect on the priority of a pledge of tax increment from one of the merged project areas to pay indebtedness incurred and outstanding in that project area at the time of the merger, and thus had no effect on the provisions of the pledge of the Available LMIHF Funds to the payment of the Bonds.

Tax Increment Financing

Prior to the enactment of AB 1X 26, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopted the redevelopment plan became the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies receiving property taxes thereafter received only that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion of property taxes produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of redevelopment agency obligations.

Authority to Issue Bonds

The Dissolution Act authorizes a successor agency to issue bonds to satisfy enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, and the enforceable obligations also include the obligation to issue bonds secured by that pledge. The Former Agency Obligation, as evidenced by the Financing Plan including the Housing Note, includes such an irrevocable pledge and obligation to issue bonds. The net proceeds of the Bonds will be used to make a payment on the Housing Note.

The Successor Agency approved the issuance of the Bonds on February 19, 2020, the Oversight Board of the Successor Agency approved the issuance of the Bonds on February 27, 2020, and the Department of Finance of the State of California approved the portion of the Oversight Board's Resolution approving the issuance of the Bonds on April 15, 2020. See "THE BONDS—Authority for Issuance."

Security for the Bonds

The Dissolution Act requires the Monterey County Auditor-Controller (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Former Agency from the Merged Project Areas had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, and will be included in the Successor Agency's Recognized Obligation Payment Schedules. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized under the Dissolution Act, such as the Bonds, are taxes allocated to the Successor Agency pursuant to the provisions of the Redevelopment Law and the California State Constitution.

Property tax revenues are allocated to the Successor Agency on a semi-annual basis based on a Recognized Obligation Payment Schedule submitted by the Successor Agency to an oversight board (the "Oversight Board") and the California Department of Finance (the "DOF"). The County Auditor-Controller distributes funds from the Redevelopment Property Tax Trust Fund in the order specified in the Dissolution Act. The Successor Agency's payment obligations under the Former Agency Obligation have been consistently included on the Successor Agency's Recognized Obligation Payment Schedules since the Dissolution Act became effective. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

Pursuant to the Indenture, and in accordance with the Financing Plan, the Bonds are secured by a pledge of the Available LMIHF Funds generated by the Dunes development and the Sea Haven development, a separate development project also located on the former Fort Ord Army Base. Specifically, the Bonds are limited obligations of the Successor Agency payable solely from and secured by the pledge of Available LMIHF Funds deposited to the Redevelopment Obligation Retirement Fund and moneys on deposit in the Series B Debt Service Fund, including the Series 2020B Reserve Account therein, established under the Indenture. As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Historic and Estimated Available LMIHF Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available LMIHF Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on certain bonds issued by the Former Agency in 2000, currently outstanding in the principal amount of $375,000 (the "2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that then Tax Revenues will include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

The term "Available LMIHF Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency and that was, prior to dissolution of the Former Agency, required to be deposited in the Former Agency's Low and Moderate Income Housing Fund for the Dunes development and the Sea Haven (formerly known as Marina Heights) development area of the Fort Ord Project pursuant to Sections 33334.2, and 33334.3 of the Law as in effect prior to the dissolution of the Former Agency (twenty percent (20%) of the Dunes and Sea Haven developments' tax increment revenues), less the amount allocable to the Former Agency pursuant to the Financing Plan being ten percent (10%) of said annual amount.

Based on the foregoing, **only the Available LMIHF Funds attributable to the Dunes development and the Sea Haven development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series B Debt Service Fund. Moreover, successor agencies have no power to levy property taxes and must rely on the allocation of taxes as described above. See "RISK FACTORS."

Outstanding Parity Debt

On July 26, 2018, the Successor Agency issued $6,585,000 of its Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series B (the "2018B Bonds") under the Indenture, proceeds of which were used to make a lump sum payment on the Housing Note. The Bonds are secured on a parity with the 2018B Bonds under the Indenture, except that amounts in the Reserve Account thereunder secure only the payment of the 2018B Bonds, and amounts in the Series 2020B Reserve Account thereunder secure only the payment of the Bonds. The 2018B Bonds are currently outstanding in the principal amount of $6,225,000.

The Bonds constitute "Parity Debt" under and as defined in the Indenture. The Indenture allows for the issuance of additional Parity Debt subject to the provisions of the Indenture (see "INTRODUCTION—Additional Parity Debt" and "SECURITY FOR THE BONDS—Additional Parity Debt."

Reserve Account

A reserve account (the "Series 2020B Reserve Account") will be established within the Series B Debt Service Fund and held by the Trustee under the Indenture in order to secure the payment of principal of and interest on the Bonds in an amount, as of the Closing Date, equal to the Reserve Requirement. The term "*Reserve Requirement*" means, as of any date of calculation,

an amount equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018B Bonds and any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018B Bonds and any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018B Bonds or any additional Parity Debt).

If, on any Interest Payment Date for the Bonds, the amounts on deposit in the Series B Debt Service Fund under the Indenture are not sufficient to pay any principal of and interest due on the Bonds, the Trustee will draw on the Series 2020B Reserve Account to make transfers to the Interest Account, the Principal Account or the Sinking Account of the Series A Debt Service Fund, in that order, to make up any such deficiency. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "—Reserve Account" and APPENDIX A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" for additional information on the Series 2020B Reserve Account.

Under the Indenture, amounts in the Series 2020B Reserve Fund only secure payment of the Bonds, and not any 2018B Bonds or additional Parity Debt. The Successor Agency may, but is not required, to establish a separate reserve fund for any additional Parity Debt that may be issued in the future.

Limited Obligation

The Bonds are limited obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from the Available LMIHF Funds and amounts in the Series B Debt Service Fund and the accounts therein pledged therefore under the Indenture. The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable thereon. **The Bonds are not payable out of any funds other than those pledged to the payment of the Bonds in the Indenture, consisting solely of the Available LMIHF Funds and investment earnings on the amounts in the accounts within the Series B Debt Service Fund**. No member of the Board of Directors of the Successor Agency, officer, agent, or employee of the Successor Agency, or member of the Board of Directors of the Oversight Board or of the County Board of Supervisors, or any person executing the Bonds, is liable personally on the Bonds by reason of their issuance.

Additional Parity Debt

The Indenture permits the issuance of additional Parity Debt secured by a pledge of LMIHF Funds and other amounts pledged to the payment of the Bonds and the 2018B Bonds (except amounts in the Reserve Account, which are pledged only to the payment of the 2018B Bonds, and amounts in the Series 2020B Reserve Account, which are pledged only to the payment of the Bonds) on a parity with the pledge thereof to the payment of the Bonds under the Indenture, under certain circumstances. See "THE BONDS—Parity Debt."

Professionals Involved in the Offering

KNN Public Finance, LLC, Oakland, California (the "Municipal Advisor"), has served as municipal advisor to the Successor Agency and has advised the Successor Agency with respect to the financial structure of the Bonds and as to other financial aspects related to the Bonds.

Keyser Marston Associates, Inc., Berkeley, California, has acted as fiscal consultant to the Successor Agency (the "Fiscal Consultant") and advised the Successor Agency as to the taxable values and the revenues projected to be available to pay debt service on the Bonds as referenced in this Official Statement. The report prepared by the Fiscal Consultant is referred to in this Official Statement as the "Fiscal Consultant's Report." See APPENDIX G—FISCAL CONSULTANT'S REPORT.

MUFG Union Bank, N.A., San Francisco, California, will act as Trustee for the Bonds under the Indenture. Applied Best Practices, LLC, Irvine, California will serve as the Dissemination Agent under the Continuing Disclosure Certificate for the Bonds.

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Quint & Thimmig LLP is also acting as Disclosure Counsel to the Successor Agency for the Bonds. Goldfarb & Lipman LLP, Oakland, California, acting as general counsel to the Successor Agency, will render an opinion as to certain legal matters on behalf of the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel.

Further Information

Brief descriptions of the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Successor Agency, the Former Agency, the Former Agency Obligation and the Dunes and Sea Haven portions of the Merged Project Areas are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Constitution and the laws of the State, the Former Agency Obligation, as well as the proceedings of the Former Agency and the Successor Agency are qualified in their entirety by reference to such documents and laws. References in this Official Statement to the Bonds are qualified in their entirety by the form thereof included in the Indenture and by the provisions of the Indenture.

During the period of the offering of the Bonds, copies of the forms of all documents described herein are available upon written request from the City of Marina, 211 Hillcrest Avenue, Marina, California 93933, Attention: Finance Director. The City may impose a charge for the copying, mailing and handling of documents.

FINANCING PLAN

The Housing Note

As described under the heading "INTRODUCTION—The Former Agency Obligation," the Former Agency entered into various agreements with the Developer that obligated the Former Agency to use Available LMIHF Funds arising during the Payment Obligation Period to reimburse the Developer for Eligible LMIHF Costs incurred by the Developer, as evidenced by the Housing Note. Eligible LMIHF Costs include a Developer Subsidy determined under the DDA as required for the Affordable Housing to be constructed pursuant to the DDA to be economically feasible, as well as certain costs of the Dunes development attributable to land development and on-site and off-site public improvements related to the development of the Affordable Housing and paid by the Developer under the terms of the DDA and development approvals related thereto. To date, the Developer has submitted two invoices, one to the

Former Agency and one to the Successor Agency, detailing a total of $15,638,870 of Eligible LMIHF Costs. As described under the heading "INTRODUCTION—The Former Agency Obligation," of the total invoiced amount of LMIHF Costs, the Successor Agency has approved $12,564,000 and has withheld approval of the remaining $3,074,870 subject to purchase by the Developer of property corresponding to the second phase of the Dunes development. A total of $10,703,495 had been reimbursed to the Developer as of April 2020 leaving an outstanding approved balance of $1,860,505 and a total outstanding balance of $4,935,375 inclusive of the additional $3,074,870 expected to be approved upon purchase by the Developer of Phase 2 of the Dunes development.

The first payment of Available LMIHF Funds on the Housing Note was made to the Developer in the second quarter of 2009, with payments continuing since then. Proceeds of the 2018B Bonds were used to make a lump sum payment on the Infrastructure Note on July 26, 2018. The Developer has agreed to waive its rights to direct payment of the Available LMIHF Payments to it under the Housing Note, to the use of such funds for the payments due on the Bonds, the 2018B Bonds and any additional Parity Debt. The proceeds of the Bonds (and of any additional Parity Debt) used to make a payment to Developer will be credited to the amount due by the Successor Agency to the Developer on the Housing Note.

Any balance of the Housing Note not paid from Available LMIHF Funds arising during the Payment Obligation Period, or from proceeds of the Bonds or Parity Debt issued or incurred during the Payment Obligation Period, will effectively be forgiven. Under the provisions of the Former Agency Obligation, the Payment Obligation Period was to end in October, 2020. Parity Debt incurred during the Payment Obligation Period may have term of not less than twenty (20) years from the date it is incurred.

In addition to providing for a payment to the Developer on the Housing Note, the proceeds of the Bonds will be used to fund a Series 2020B Reserve Account for the Bonds and to pay the costs of issuance of the Bonds. Funds pledged under the Indenture to the payment of the Series A Bonds (see "—Related Obligation" below) are not in any way pledged to, or will be available for, payment of the debt service on the Bonds.

The Indenture allows for the issuance of Parity Debt, secured under the Indenture on a parity with the Bonds (except that amounts in the Reserve Account that are pledged solely to the payment of the Bonds), during the Payment Obligation Period. See "SECURITY FOR THE BONDS—Parity Debt."

Related Obligation

The Former Agency Obligation, including the Financing Plan, provided for the issuance by the Former Agency of the Infrastructure Note, in addition to the Housing Note, to evidence an obligation of the Former Agency (and now of the Successor Agency) to reimburse the Developer for Eligible Project Costs. The Successor Agency issued its Tax Allocation Bonds, Series 2018A on July 26, 2018 in the initial principal amount of $6,905,000 (the "2018A Bonds"), and is issuing its Tax Allocation Bonds, Series 2020A (together with the 2018A Bonds, the "Series A Bonds") concurrent with the issuance of the Bonds proceeds of which have been, and will be, as applicable, used to make a lump sum payments in respect of the amount owing under the Infrastructure Note. The Successor Agency has issued and is issuing the Series A Bonds, as applicable, under the Indenture, which are secured by a pledge of Pledged Non-Housing Funds and amounts in a Series A Debt Service Fund established under the Indenture. The Available LMIHF Funds and amounts in the Series B Debt Service Fund are not pledged to or available for the payment of debt service on the Series A Bonds, and the Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund are not pledged to or available

for the payment of debt service on the Bonds, the 2018B Bonds or any additional Parity Debt. See "SECURITY FOR THE BONDS—Series A Bonds."

Sources and Uses of Funds

The sources and uses of funds for the financing are summarized below.

Sources:	
Principal Amount of Bonds	$
Plus: Original Issue Premium	
Plus: Available LMIHF Funds held by the Successor Agency	
Total Sources	$
Uses:	
Deposit to the Developer Payment Fund(1)	$
Deposit to Reserve Account(2)	
Costs of Issuance(3)	
Total Uses	$

(1) To be used to make a lump sum payment on the Housing Note on the date of issuance of the Bonds. See "FINANCING PLAN—The Housing Note."
(2) Equal to the initial Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS-Reserve Account."
(3) Costs of issuance include the Underwriter's discount, fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, the Trustee, the City, the Successor Agency and Successor Agency counsel, printing expenses, and other costs related to the issuance of the Bonds.

Debt Service Schedule

The following table shows the annual debt service schedule for the Bonds and the 2018B Bonds, assuming no optional redemption of the Bonds or the 2018B Bonds prior to their respective maturities.

Bond Year Ending	2018B Bonds		Bonds		
September 1	Principal	Interest	Principal	Interest	Total
Totals					

THE BONDS

Authority for Issuance

The Bonds were authorized to be issued, and the Indenture was authorized to be executed, by the Successor Agency pursuant to Resolution No. 2020-01 (SA-MRA), adopted by the Board of Directors of the Successor Agency on February 19, 2020. The issuance of the Bonds by the Successor Agency was approved by the Oversight Board of the Successor Agency pursuant to its Resolution No. 2020-10, adopted on February 27, 2020 (the "Oversight Board Resolution").

Pursuant to the Dissolution Act, written notice of the adoption of the Oversight Board Resolution was provided to the DOF. On April 15, 2020, the DOF provided a letter to the Successor Agency stating that based on the DOF's review and application of the law, the portion of the Oversight Board Resolution approving the issuance of the Bonds is approved by the DOF.

Section 34177.5 of the Dissolution Act provides that when, as here, a successor agency issues bonds with the approval of the oversight board and the DOF, the oversight board may not unilaterally approve any amendments to or early termination of the bonds, and the scheduled payments on the bonds shall be listed in the Recognized Obligation Payment Schedules and are not subject to further review and approval by the DOF or the California State Controller.

Description of the Bonds

The Bonds will be issued and delivered in fully-registered form without coupons in the denomination of $5,000 or any integral multiple thereof for each maturity of each series of the Bonds, initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of all of the Bonds. The initially executed and delivered Bonds will be dated the date of delivery (the "Closing Date") and will mature on September 1 in the years and in the principal amounts shown on the inside cover page of this Official Statement.

Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months at the rates shown on the inside cover page of this Official Statement, payable semiannually on March 1 and September 1 in each year, commencing on September 1, 2020, by check mailed to the registered owners thereof or upon the request of the Owners of $1,000,000 or more in principal amount of Bonds, by wire transfer to an account in the United States which shall be designated in written instructions by such Owner to the Trustee on or before the applicable Record Date. Record Date is defined in the Indenture as, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX C—BOOK-ENTRY ONLY SYSTEM.

Redemption

Optional Redemption. The Bonds maturing on or before September 1, ____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, ____, are subject to redemption, at the option of the Successor Agency, on any date on or after

September 1, ____, in whole or in part, among such maturities as are determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities) and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, ____ to August 31, ____	%
September 1, ____ to August 31, ____	
September 1, ____ to August 31, ____	
September 1, ____ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, 2033 (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____, and on each September 1 thereafter to and including September 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____, and on each September 1 thereafter to and including September 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

Notice of Redemption. The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid) notice of any redemption at least thirty but not more than sixty days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem Bonds; but such mailing is not a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the Bonds to be redeemed, state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered (except for mandatory Sinking Account redemptions) at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds, the notice of redemption may also state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of the Indenture.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection in such manner as the Trustee shall deem appropriate and shall notify the Successor Agency thereof. All Bonds redeemed shall be canceled.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of Bonds and less than all Bonds then currently outstanding are called for redemption, the Trustee will select Bonds for redemption from Bonds then currently Outstanding and not previously called for redemption, at the written direction of the Successor Agency in such order of maturity as shall be designated by the Successor Agency, and in the absence of such direction, *pro rata* among maturities and by lot within a maturity. The Trustee will promptly notify the Successor Agency in writing of the Bonds so selected for redemption.

THE DISSOLUTION ACT

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act.

The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the Former Agency, with the same lien priority and legal effect as if the bonds had been issued prior to the effective date of AB 1X 26, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedule. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules" and "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds authorized by the Dissolution Act to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, effectively including the Available LMIHF Funds pledged to the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution.

Pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution and as provided in the Redevelopment Plans for each of the Merged Project Areas, taxes levied upon taxable property in the Merged Project Areas each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the respective ordinances approving the several Redevelopment Plans, or the effective dates of ordinances approving amendments to the several Redevelopment Plans that added territory are to be divided as follows:

(a) To Taxing Agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the respective Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the related Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the respective Redevelopment Plan that added territory to the related Redevelopment Project, as applicable (each, a "base year

valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) To the Former Agency/Successor Agency: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and when collected shall be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within limitations established by the applicable Redevelopment Plan, following the date of issuance of the Bonds, when collected will be paid into a special fund of the Successor Agency. Section 34172 of the Dissolution Act provides that, for purposes of section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund shall be deemed to be a special fund of the Successor Agency to pay the debt service on indebtedness incurred by the Former Agency or the Successor Agency to finance or refinance the redevelopment projects of the Former Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

In addition, pursuant to section 34187 of the Dissolution Act, funds associated with retired enforceable obligations are required to be reallocated to taxing agencies as regular property taxes and not deposited into the Redevelopment Property Tax Trust Fund for the Successor Agency at all (however, section 34187(a)(2) of the Dissolution Act provides for retention of funds by the Successor Agency to the extent needed for payment of enforceable obligations upon authorization by the DOF).

Recognized Obligation Payment Schedules

Submission of Recognized Obligation Payment Schedule. The Dissolution Act requires successor agencies to periodically prepare, and submit to the DOF and the County Auditor-Controller for approval, an oversight board-approved recognized obligation payment schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation.

Commencing on February 1, 2016, successor agencies were transitioned to an annual Recognized Obligation Payment Schedule process pursuant to which successor agencies are required to file Recognized Obligation Payment Schedules with the DOF and the County Auditor-Controller for approval on or before each February 1 for the July 1 through June 30 period immediately following such February 1. For example, on February 1, 2020, the Successor Agency was required to file a Recognized Obligation Payment Schedule for the period commencing July 1, 2020 through June 30, 2021.

In addition, commencing on January 1, 2016, successor agencies that have received a Finding of Completion and the concurrence of the DOF as to the items that qualify for payment,

among other conditions, may at their option, file a "Last and Final" Recognized Obligation Payment Schedule. If approved by the DOF, the Last and Final Recognized Obligation Payment Schedule will be binding on all parties, and the Successor Agency will no longer submit a Recognized Obligation Payment Schedule to the DOF or the Oversight Board. The county auditor-controller will remit the authorized funds to the Successor Agency in accordance with the approved Last and Final Recognized Obligation Payment Schedule until each remaining enforceable obligation has been fully paid. A Last and Final Recognized Obligation Payment Schedule may only be amended twice, and only with approval of the DOF and the County Auditor-Controller. Even though the Successor Agency has received a Finding of Completion from the DOF (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Status of Compliance With the Dissolution Act"), the Successor Agency has no current plans to file a Last and Final Recognized Obligation Payment Schedule.

Payment of Amounts Listed on the Recognized Obligation Payment Schedule. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency or the successor agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency or the successor agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and, under certain circumstances, amounts borrowed from the successor agency's low and moderate income housing fund. As described under "INTRODUCTION—The Former Agency Obligation" the Former Agency Obligation, which includes the Housing Note, has been included on the Successor Agency's Recognized Obligation Payment Schedules that have been approved by the Oversight Board and the DOF. The Bonds and the payment on the Housing Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF.

A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by a bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Sources of Payments for Enforceable Obligations. Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the low and moderate income housing fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance (successor agencies are entitled to receive not less than $250,000, unless that amount is reduced by the oversight board), (v) the Redevelopment Property Tax Trust Fund (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the redevelopment agency, as approved by the Oversight Board). Pursuant to SB 107, the functions of the Oversight Board will be assumed by an oversight board established for all successor agencies within the County commencing on July 1, 2018.

The Dissolution Act provides that only those payments listed in the Recognized Obligation Payment Schedule may be made by a successor agency and only from the funds specified in the Recognized Obligation Payment Schedule.

Order of Priority of Distributions from Redevelopment Property Tax Trust Fund. Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, and despite the provisions of the Dissolution Act which now provide for annual submissions by successor agencies of Recognized Obligation Payment Schedules (see discussion above under "Submission of Recognized Obligation Payment Schedules"), a county auditor-controller is to distribute funds for each six-month period after deducting permitted administrative costs of the County Auditor-Controller pursuant to Section 34183(a) of the Dissolution Act (which are deducted from deposits to the Redevelopment Property Tax Trust Fund prior to making disbursements), in the following order as specified in section 34183 of the Dissolution Act:

(i) first, subject to certain adjustments for subordinations to the extent permitted under the Dissolution Act, if any (as described above under "SECURITY FOR THE BONDS—Pass-Through Payments") and no later than each January 2 and June 1, amounts required for pass-through payments such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including negotiated pass-through agreements and statutory pass-through obligations;

(ii) second, on each January 2 and June 1, to the successor agency for payments listed in its Recognized Obligation Payment Schedule, with debt service payments scheduled to be made for tax allocation bonds having the highest priority over payments scheduled for other debts and obligations listed on the Recognized Obligation Payment Schedule;

(iii) third, on each January 2 and June 1, to the successor agency for the administrative cost allowance, as defined in the Dissolution Act; and

(iv) fourth, on each January 2 and June 1, to taxing entities any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by clauses (i) through (iii), in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in that fiscal year (without giving effect to any pass-through obligations that were established under the Redevelopment Law).

Failure to Submit a Recognized Obligation Payment Schedule. The Recognized Obligation Payment Schedule must be approved by the oversight board, and the oversight board-approved Recognized Obligation Payment Schedule must be submitted by a successor agency to the county auditor-controller and the DOF by February 1 of each year. If the successor agency does not submit a Recognized Obligation Payment Schedule by the applicable deadline, the city or county that established the former redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, if a successor agency does not submit a Recognized Obligation Payment Schedule within 10 days of the deadline, the successor agency's maximum administrative cost for the applicable period is reduced by twenty-five percent.

However, the Dissolution Act provides that, if a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the successor agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see "RISK FACTORS—Recognized Obligation Payment Schedule." To date, the Successor Agency has timely filed all required Oversight

Board-approved Recognized Obligation Payment Schedules with the County Auditor-Controller and the DOF.

SECURITY FOR THE BONDS

The Bonds are secured by a pledge of the Available LMIHF Funds. Only the Available LMIHF Funds deposited to the Series B Debt Service Fund will be used to repay the Bonds. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS."

Pledge Under the Indenture

Except as explicitly provided otherwise in the Indenture, the Bonds, the 2018B Bonds and any additional Parity Debt are equally secured by a pledge and lien on all of the Available LMIHF Funds and by a first and exclusive pledge and lien upon all of the moneys in the Series B Debt Service Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account therein) without preference or priority for issue, number, dated date, sale date, date of execution or date of delivery. The Bonds (exclusive of the 2018B Bonds and any additional Parity Debt) are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020B Reserve Account within the Series B Debt Service Fund. Except for the Available LMIHF Funds and such moneys, no funds or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

In consideration of the acceptance of the Bonds by owners of the Bonds, the Indenture is deemed to be and constitutes a contract between the Successor Agency and the Trustee for the benefit of the Owners from time to time of the Bonds, and the covenants and agreements set forth in the Indenture to be performed on behalf of the Successor Agency are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or in the Indenture.

Available LMIHF Funds

As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Historic and Estimated Available LMIHF Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available LMIHF Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on the 2000 Bonds. The outstanding principal amount of the 2000 Bonds is $375,000 with a maximum annual debt service obligation of $47,138 (see "SECURITY FOR THE BONDS—The 2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that Tax Revenues shall include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

Before it was amended by the Dissolution Act, the Redevelopment Law required the Former Agency to set aside not less than 20% of all tax increment generated in the Redevelopment Project into a low and moderate income housing fund to be used for the purpose of increasing, improving and/or preserving the supply of low and moderate income housing. These tax increment revenues were commonly referred to as "Housing Set-Aside." The Dissolution Act eliminated the Housing Set-Aside requirement. Since a deduction for the Housing Set-Aside is no longer required, amounts that were previously required to be deposited in the housing fund are now included in Tax Revenues. The revenues pledged to the payment of the Series A Bonds under the Indenture (see "FINANCING PLAN—Related Obligation") consist primarily of the Pledged Non-Housing Funds, which are explicitly not included in the Available LMIHF Funds.

The term "Available LMIHF Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency and that was, prior to dissolution of the Former Agency, required to be deposited in the Former Agency's Low and Moderate Income Housing Fund for the Dunes development and the Sea Haven development areas of the Fort Ord Project pursuant to Sections 33334.2, and 33334.3 of the Law as in effect prior to the dissolution of the Former Agency, less the amount allocable to the Former Agency pursuant to the Financing Plan being ten percent (10%) of said annual amount. **Only the Available LMIHF Funds that are derived from the Dunes development and the Sea Haven development are pledged to the payment of the Bonds, in addition to earnings on funds held in the Series B Debt Service Fund.**

The Successor Agency has covenanted and agreed in the Indenture to claim the full amount of the Available LMIHF Funds, and the Indenture provides that it shall not seek or permit a deferral or reduction of or other exception to the allocation and payment of the Available LMIHF Funds to the Successor Agency, all as provided in the Financing Plan. The Successor Agency has agreed in the Indenture to take all actions required of it under the Financing Plan to compute the Available LMIHF Funds and to make the transfers of Available LMIHF Funds from the Redevelopment Obligation Retirement Fund to the Trustee as provided in the Indenture. See Section 6.6 of the Fiscal Consultant's Report in Appendix G for the manner in which the Successor Agency periodically determines the amount of the Available LMIHF Funds to be included on the ROPS.

Flow of Funds Under the Indenture

General. The Successor Agency previously established the Redevelopment Obligation Retirement Fund pursuant to section 34170.5(a) of the Dissolution Act and has agreed in the Indenture to hold and maintain the Redevelopment Obligation Retirement Fund as long as any of the Bonds, the 2018B Bonds and any additional Parity Debt are Outstanding.

Deposit in Redevelopment Obligation Retirement Fund; Transfer to Debt Service Fund. The Indenture provides that the Successor Agency shall deposit the Tax Revenues received by it on any RPTTF Distribution Date into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein that constitute Available LMIHF Funds (i) to the Trustee for deposit by the Trustee in the Series B Debt Service Fund established and held by the Trustee under this Indenture until such time during the then ROPS Payment Period as the amounts so transferred to the Series B Debt Service Fund equal the aggregate amounts required to be deposited by the Trustee into the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, the Series 2020B Reserve Account and the Redemption Account of the Series B Debt Service Fund on the March 1 or September 1, as applicable, occurring during such ROPS Payment Period pursuant to the Indenture; and (ii) for deposit during the then ROPS Payment Period in the funds and accounts established with respect to additional Parity Debt, as provided in any Supplemental Indenture.

The portion of the Tax Revenues that are not Available LMIHF Funds are in no way pledged to the payment of the Bonds or any Parity Debt and are not to be deposited by the Successor Agency to the Series B Debt Service Fund (and if for any reason any have been so deposited they may be removed therefrom).

Except as may otherwise be required by the provisions of the Indenture with respect to the possible distribution of Tax Revenues in respect of reserves to assure timely payment of the Bonds (see APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE) and as a possible consequence of Redevelopment Plan limitations (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits"), any Available LMIHF Funds received by the Successor Agency and held in the Redevelopment Obligation Retirement Fund following each RPTTF Distribution Date, to the extent remaining after making the transfers provided for in the second preceding paragraph to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, are released from the pledge and lien under the Indenture which secures the Bonds (including the Series 2020B Bonds and any additional Parity Debt) and will be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

Deposit of Amounts by Trustee – Series B Debt Service Fund. There is established under the Indenture a trust fund to be known as the Series B Debt Service Fund, which will be held by the Trustee under the Indenture in trust. Except with respect to funds to be used to optionally redeem the Bonds (which shall be deposited directly to the Redemption Account), moneys in the Series B Debt Service Fund will be transferred by the Trustee in the following amounts, at the following times to the following respective accounts within the Series B Debt Service Fund, in the following order of priority:

> Interest Account. On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest

becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds and any Parity Debt as it becomes due and payable (including accrued interest on any Bonds and Parity Debt redeemed prior to maturity pursuant to the Indenture).

Principal Account. On or before the Business Day preceding each March 1 Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Principal Account an amount equal to sixty percent of the principal payments coming due and payable on the Outstanding Bonds and any Parity Debt on the next September 1, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Principal Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt on the next September 1 and the amount then on deposit in the Principal Account, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds and any Parity Debt as it becomes due and payable.

Sinking Account. On or before the Business Day preceding each March 1 Interest Payment Date, commencing with the first such date which is six months prior to the date on which principal (or any mandatory sinking payment) is due on any Term Bonds or Parity Debt that constitutes term bonds, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Sinking Account an amount equal to sixty percent of the sinking account payments becoming due and payable on any Bonds and any Parity Debt that constitute Term Bonds on the next September 1, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, commencing with the first such date on which principal (or any mandatory sinking payment) is due on any Bonds or related Parity Debt that are Term Bonds, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Sinking Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt that constitute Term Bonds on the next September 1 and the amount then on deposit in the Sinking Account, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. No such transfer and deposit need be made to the Sinking Account if the amount contained therein is at least equal to the sinking account payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt that constitute Term Bonds. Subject to this Indenture, all moneys in the Sinking Account will be used and withdrawn by the Trustee solely for the purpose of paying the aggregate principal amount of the Term Bonds that are Bonds or Parity Debt required to be redeemed on such September 1 pursuant to the provisions of the Indenture or the document providing for the issuance of the related Parity Debt that constitutes Term Bonds.

Reserve Accounts. If, on the Business Day before any Interest Payment Date, the amount in the Reserve Account or in the Series 2020B Reserve Account is less than the Reserve Requirement for the 2018B Bonds or the Reserve Requirement for the Bonds, respectively, or the amount in any reserve account established for any additional Parity Debt, is less than the applicable reserve requirement for such additional Parity Debt, the Trustee shall transfer funds from the Series B Debt Service Fund to the Reserve Account, the Series 2020B Reserve Account and any such reserve account for any additional Parity Debt in the amount of the respective short fall. If there shall then not be sufficient funds in the Series B Debt Service Fund to transfer an amount sufficient to maintain the Reserve Requirement for the 2018B Bonds on deposit in the Reserve Account, the amount in the Series 2020B Reserve Account to maintain the Reserve Requirement for the Bonds, and any reserve requirement for any additional Parity Debt on deposit in a reserve account for such additional Parity Debt, the Trustee shall transfer the available funds from the Series B Debt Service Fund to the Reserve Account, the Series 2020B Reserve Account and each such reserve account for any additional Parity Debt pro rata (based on the amount of the then Reserve Requirement for the 2018B Bonds and for the Bonds, respectively, and any reserve requirement for outstanding Parity Debt), and the Trustee shall be obligated to continue making transfers as funds become available in the Series B Debt Service Fund pro rata until there is an amount sufficient to maintain the Reserve Requirement for the 2018B Bonds, the Reserve Requirement for the Bonds on deposit in the Reserve Account and the Series 2020B Reserve Account, respectively, and to maintain the reserve requirement for additional Parity Debt on deposit in the reserve account for such Parity Debt. No such transfer and deposit need to be made to (i) the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement for the 2018B Bonds, (ii) to the Series 2020B Reserve Account so long as there shall be on deposit in the Series 2020B Reserve Account a sum at least equal to the Reserve Requirement for the Bonds, or (iii) any reserve account for any additional Parity Debt so long as there shall be on deposit therein a sum at least equal to the reserve requirement for such Parity Debt.

Redemption Account. On or before any date on which Bonds are to be redeemed pursuant to the optional redemption provisions of the Indenture, the Trustee shall withdraw from the Series B Debt Service Fund and transfer to the Redemption Account an amount required to pay the principal of and interest on the Bonds to be redeemed on such date, taking into account any funds then on deposit in the Redemption Account. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account of the Series B Debt Service Fund. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Bonds to be redeemed on the respective dates set for such redemption.

Reserve Account

The Indenture establishes a Series 2020B Reserve Account within the Series B Debt Service Fund, amounts in which only secure payment of the Bonds. On the Closing Date, Bond proceeds in an amount equal to the Reserve Requirement for the Bonds will be deposited to the Series 2020B Reserve Account. Reserve Requirement for the Bonds is defined in the Indenture as an amount, as of any date of calculation, equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018B Bonds or any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018B Bonds or any additional Parity Debt) for the then current and every

subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018B Bonds or any additional Parity Debt).

If, on any Interest Payment Date, the moneys available in the Interest Account, Principal Account and/or the Sinking Account of the Series B Debt Service Fund do not equal the amount of the principal and interest on the Bonds (not including the 2018B Bonds or any additional Parity Debt) then coming due and payable, the Trustee shall apply any moneys available in the Series 2020B Reserve Account to make delinquent amounts with respect to the Bonds by transferring the amount necessary for this purpose to the Interest Account, the Principal Account and/or the Sinking Account, in that order, of the Series B Debt Service Fund.

Under the Indenture, amounts in the Series 2020B Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account of the Series B Debt Service Fund as described in the preceding paragraph or for the retirement of all the Bonds then Outstanding, except that so long as no Event of Default has occurred and is then continuing under the Indenture, any amount in the Series 2020B Reserve Account in excess of the Reserve Requirement for the Bonds (as determined by the Trustee based upon a valuation of investments held in such account performed in accordance with the Indenture) will be withdrawn from the Series 2020B Reserve Account semiannually on or before the second Business Day preceding each Interest Payment Date by the Trustee and deposited in the Interest Account of the Series B Debt Service Fund. Pursuant to the Indenture, all amounts in the Series 2020B Reserve Account on the second Business Day preceding the final Interest Payment Date will be withdrawn from the Series 2020B Reserve Account and will be transferred either (i) to the Interest Account, the Principal Account and the Sinking Account of the Series B Debt Service Fund, in such order, to the extent required to make the deposits required to be made on such Interest Payment Date pursuant to the Indenture, or (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make such deposits then, at the Written Request of the Successor Agency, to the Successor Agency to be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

The Indenture provides for a Reserve Account, and the amount therein is exclusively pledged as security for the 2018B Bonds. The Successor Agency may, but is not required, to establish reserve accounts in connection with the issuance of any additional Parity Debt. Any such reserve account would only secure the payment of the related additional Parity Debt and would not be available to make payments on the Bonds.

Limited Obligation

The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable therefor. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No member of the Board of Directors of the Successor Agency or of the Oversight Board, or member of the Board of Supervisors of the County, shall be individually or personally liable for the payment of the principal of or interest or redemption premium (if any) on the Bonds. The Bonds are only payable from the Available LMIHF Funds and investment earnings on amounts in the accounts within the Series B Debt Service Fund. See "SECURITY FOR THE BONDS."

Recognized Obligation Payment Schedules

Dissolution Act Covenant by the Successor Agency. The Successor Agency has covenanted in the Indenture that it will comply with the requirements of the Dissolution Act necessary so as to not materially adversely affect the payment of and security for the Bonds.

In the Indenture the Successor Agency covenants and agrees that it will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds and any Parity Debt (including, without limitation, any mandatory sinking fund redemption payments), as well as any amount required under this Indenture to replenish the Reserve Account, in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the County's Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Redevelopment Obligation Retirement Fund on each RPTTF Distribution Date amounts required for the Successor Agency to pay principal of, and interest on, the Bonds and any Parity Debt coming due in the respective ROPS Payment Period corresponding to such RPTTF Distribution Date pursuant to the Dissolution Act (including but not limited to Section 34177 therein).

Without limiting the generality of the foregoing, the Successor Agency additionally covenants and agrees that, not later than February 1, 2018 and each February 1 thereafter (or at such other time as may be required by the Dissolution Act) for so long as any Bonds or any Parity Debt remain outstanding, the Successor Agency will submit to the California Department of Finance and to the County's Auditor-Controller an Oversight Board-approved ROPS that provides for the distribution of the following amounts (but only to the extent that such amounts do not exceed the Available LMIHF Funds, and only to the extent that other amounts on deposit in the Redevelopment Property Tax Trust Fund or the Redevelopment Obligation Retirement Fund reserved for payment of debt service on the Bonds or any Parity Debt or on deposit in the Series B Debt Service Fund with respect to the Bonds are insufficient therefor):

(i) for distribution on each June 1: from the Available LMIHF Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding September 1, and an amount equal to the principal amount coming due and payable on the Bonds and any Parity Debt on the next September 1, less any amount then on deposit in the Principal Account (with respect to principal due on the Bonds and any Parity Debt) and in the Sinking Account (with respect to sinking fund payments or principal due on the Bonds and any Parity Debt that are Term Bonds) of the Series B Debt Service Fund by reason of the amount described in clause (ii) below; and

(ii) for distribution on each January 2: from the Available LMIHF Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding March 1, and sixty percent (60%) of the principal amount (including any sinking fund payments) coming due and payable on the Bonds and any Parity Debt on the next September 1; and

(iii) if the Successor Agency determines it is necessary to ensure timely payment of debt service on the Bonds or any Parity Debt, the Successor Agency may also collect on each January 2 or June 1, as necessary, a reserve to be held for debt service on the Bonds and any Parity Debt on March 1 and September 1 of the next succeeding calendar year; and

(iv) any amounts required to replenish the Reserve Account, and any other reserve account established under any Parity Debt instrument.

In addition, the Successor Agency covenants that, if the amount of Pledged Tax Revenues expected to be available with respect to a ROPS Payment Period will be insufficient to pay required debt service on the Bonds and any Parity Debt and all other required amounts payable from the Redevelopment Obligation Retirement Fund during such ROPS Payment Period, it shall, on or before the May 1 or December 1, as applicable, preceding such ROPS Payment Period (or such other date as otherwise may be specified in the Dissolution Act), file a Notice of Insufficiency with the County Auditor-Controller in accordance with the Dissolution Act (including, but not limited to, paragraph (b) of Section 34183 therein).

The Indenture also obligates the Successor Agency to include on the ROPS amounts due on the Series A Bonds to the extent of the Available Non-Housing Tax Increment Funds at times and in respective amounts similar to those described in the second preceding paragraph above.

County Administrative Fees

Chapter 466, Statutes of 1990 (referred to as SB 2557), permits the County to withhold a portion of annual tax revenues for the recovery of County charges related to property tax administration services to cities in an amount equal to their property tax administration costs proportionately attributable to cities. SB 2557, and subsequent legislation under SB 1559 (Statutes of 1992), permitted counties to charge all jurisdictions, including redevelopment agencies, on a year-to-year basis. Section 34182(a)(3) of the California Health and Safety Code also provides for recovery of county costs in connection with performing duties related to the dissolution of redevelopment agencies. The Fiscal Consultant has advised that the Available LMIHF Funds are computed as a percentage (twenty percent) of the increases in assessed values attributable to development in the Dunes and Sea Haven projects, so that the Fiscal Consultant's projections of Available LMIHF Funds have not been deducted in determining the Available LMIHF Funds expected to be available to make payments on the Bonds.

Pass-Through Payments

The Successor Agency is obligated to remit certain Statutory Pass-Through Amounts to various taxing agencies from tax revenues allocable to the Successor Agency. The Successor Agency has taken all actions necessary to subordinate the pass through payments to all taxing agencies applicable to the determination of Tax Revenues, other than the Fort Ord Reuse Authority ("FORA"), to the payments due on the Bonds. The pass-through payment obligations for the Fort Ord Project constituting Statutory Pass-Through Amounts and that reduce the Tax Revenues are determined pursuant to the Fort Ord section of Redevelopment Law, constituting California Health and Safety Code sections 33492.71 and 33492.78. However, pass-through payment obligations do not affect the determination of Available LMIHF Funds. Accordingly, the Fiscal Consultant has not deducted the pass through payments to FORA or to any other taxing agency for purposes of the revenue projections presented in the Fiscal Consultant's Report and in Table 8 under the heading "DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

The 2000 Bonds

The 2000 Bonds were issued prior to the fiscal merger of the Merged Project Areas and are secured by a pledge of Redevelopment Property Tax Trust Fund revenues derived from the Airport Project only. The outstanding principal of the 2000 Bonds is $375,000, the maximum annual debt service on the 2000 Bonds is $47,138 and the final maturity of the 2000 Bonds is January 1, 2030. While payments on the 2000 Bonds are deducted from the amount of Tax Revenues generated by the Merged Project Areas available for the Available LMIHF Funds,

payments on the 2000 Bonds are not expected to affect the amount of Available LMIHF Funds because Redevelopment Property Tax Trust Fund revenues derived from the Airport Project and the Marina Project are sufficient to pay debt service on the 2000 Bonds without utilizing any such revenues derived from the Fort Ord Project in which the Dunes and the Sea Haven developments are located. The Fiscal Consultant has advised that in fiscal year 2018-19, net Redevelopment Property Tax Trust Fund revenues from the Airport Project and Marina Project were approximately $979,000, which is well in excess of the $47,138 maximum annual debt service for the 2000 Bonds. Accordingly, payments on the 2000 Bonds have not been deducted by the Fiscal Consultant from Available LMIHF Funds for purposes of its revenue projections in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Parity Debt

"Parity Debt" means any loans, advances or indebtedness issued or incurred by the Successor Agency, secured by a pledge of Available LMIHF Funds on a parity with the Bonds pursuant to the Indenture. The Indenture permits the issuance of Parity Debt but only (i) to make payments on the Housing Note, as permitted under section 34177.5(a)(4) of the Law; or (ii) to refund the Bonds, as applicable, or previously issued Parity Debt in such principal amount as shall be determined by the Successor Agency, as permitted by section 34177.5(a)(1) of the Law; in each case pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee. The Bonds constitute Parity Debt under the provisions of the Indenture.

The Successor Agency may issue or incur additional Parity Debt subject to the following specific conditions precedent:

(a) The Successor Agency shall be in compliance with all covenants set forth in the Indenture and in any then effective Supplemental Indenture;

(b) If required by the Law, the Oversight Board shall have approved the issuance of the Parity Debt;

(c) The Parity Debt will be on such terms and conditions as may be set forth in a Supplemental Indenture, which will provide for the issuance of bonds substantially in accordance with the Indenture;

(d) (i) If the Parity Debt is issued pursuant to section 34177.5(a)(1) of the Law, receipt of a certificate or opinion of an Independent Financial Consultant stating that the total net interest cost to maturity of the Parity Debt plus the principal amount of the Parity Debt will not exceed the total net interest cost to maturity of the Bonds or previously issued Parity Debt to be refunded plus the principal amount of the Bonds or previously issued Parity Debt to be refunded.

(ii) If the Parity Debt is to be issued pursuant to section 34177.5(a)(4) of the Law, the Available LMIHF Funds for the most recently completed Fiscal Year, less (A) the portion of the Available LMIHF Funds attributable to the amount of assessed value in the Dunes development being appealed by the Developer and any party related to it which appeal or appeals have not yet been resolved, less (B) the portion of the Available LMIHF Funds attributable to the assessed value being appealed with respect to any property in the Dunes development or the Sea Haven development not owned by the Developer or any party related to it which appeal or appeals have not yet been resolved,

equal to the average percentage decrease in assessed value applicable to appeals within the Dunes development and the Sea Haven development resolved within the prior five years, less (C) the portion of the Available LMIHF Funds attributable to the assessed value in the Dunes development and the Sea Haven development for which appeals have been resolved in favor of the respective property owner(s) but have not yet been deducted from the assessed value used to determine the Available LMIHF Funds, based upon the actual amount of assessed value to be reduced, and plus (D) the Additional Revenues (as defined in Section 6(d) of Part II of the Financing Plan, shall be at least equal to 115 percent of the Maximum Annual Debt Service on any then outstanding Bonds and Parity Debt, together with the then proposed Parity Debt.

(e) The Parity Debt will mature on and interest will be payable on the same dates as the Bonds (except the first interest payment may be from the date of the Parity Debt until either the next succeeding March 1 or September 1); and

(f) The issuance of such Parity Debt shall not cause the Successor Agency to exceed any applicable Plan Limitations.

(g) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt described in paragraphs (a), (b), (c), (d), (e), and (f) above have been satisfied.

For the purposes of clause (ii) of paragraph (d) above, "Additional Revenues" is defined in the Financing Plan as of any date of calculation, as the amount of Available LMIHF Funds which, as shown in a report of an independent redevelopment consultant, is estimated to be receivable by the Successor Agency within the Fiscal Year following the Fiscal Year in which such calculation is made as a result of increases in the assessed valuation of taxable property in the Fort Ord Project due to either (i) construction which has been completed and for which a certificate of occupancy has been issued by the City or other appropriate governmental entity but which is not then reflected on the tax rolls, or (ii) transfer of ownership or any other interest in real property which has been recorded but which is not then reflected on the tax rolls. For purposes of the foregoing, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Fort Ord Project is estimated to increase above the assessed valuation of taxable property in the Fort Ord Project (as evidenced in the written records of the County) as of the date on which such calculation is made.

As of the date of issuance of the Bonds, all of the foregoing requirements for the issuance of Parity Debt will be satisfied with respect to the Bonds, and the Successor Agency will deliver the Written Certificate described in paragraph (g) above to the Trustee with respect to the Bonds.

As mentioned under the headings "INTRODUCTION—The Former Agency Obligation," "INTRODUCTION—Additional Parity Debt," and "FINANCING PLAN—The Housing Note" the Successor Agency is obligated by the Financing Plan to incur additional Parity Debt from time to time during the Payment Obligation Period, subject to the provisions of the Financing Plan. The Financing Plan requires that the term of any additional Parity Debt be not less than twenty years, and the Developer has agreed that the Available LMIHF Funds, less the deductions and plus the additional funds referred to in clauses (B), (C) and (D) of subsection (d)(ii) of the second preceding paragraph, all as projected by the Successor Agency's fiscal consultant, be not less than 115% of the maximum annual debt service on the Bonds, the 2018B Bonds, any outstanding Parity Debt and the proposed Parity Debt. The net proceeds of any additional Parity Debt will be used to make a lump sum payment of principal owing on the Housing Note. The Successor Agency cannot predict when and in what amounts additional

Parity Debt will be issued, as it will depend primarily upon the continued development of the Dunes and Sea Haven communities.

Series A Bonds

The Indenture provides for the issuance of the Series A Bonds. The Series A Bonds are separately secured under the Indenture and are payable from Pledged Non-Housing Funds that are not pledged to the payment of the Bonds. While the Available Non-Housing Tax Increment Funds pledged to the payment of the Series A Bonds are derived from the Tax Revenues, they are not available for the payment of debt service on the Bonds. The Available LMIHF Funds are not available for payment on the Series A Bonds. See "FINANCING PLAN—Related Obligation."

PROPERTY TAXATION IN CALIFORNIA

Property Tax Collection Procedures

Classification. In the State, property which is subject to ad valorem taxes is classified as "secured" or "unsecured." Secured and unsecured property are entered on separate parts of the assessment roll maintained by the County assessor. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens.

Generally, ad valorem taxes are collected by a county (the "Taxing Authority") for the benefit of the various entities (e.g., cities, schools and special districts) that share in the ad valorem tax (each a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Funds.

Collections. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer, (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (iii) filing a certificate of delinquency for record in the county recorder's office to obtain a lien on certain property of the taxpayer, and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

Penalty. A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an

additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

Delinquencies. The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31.

Supplemental Assessments. California Revenue and Taxation Code section 75.70 provides for the reassessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Such reassessment is referred to as the Supplemental Assessment and is determined by applying the current year's tax rate to the amount of the increase or decrease in a property's value and prorating the resulting property taxes to reflect the portion of the tax year remaining as determined by the date of the change in ownership or completion of new construction. Supplemental Assessments become a lien against real property. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, and this delayed the realization of increased property taxes from the new assessments for up to 14 months. Since fiscal year 1984-85, revenues derived from Supplemental Assessments have been allocated to redevelopment agencies and taxing entities in the same manner as the general property tax. The receipt of Supplemental Assessment revenues by taxing entities typically follows the change of ownership by a year or more. This statute provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the January 1 lien date. If a change in ownership results in a decrease in assessed value, a negative supplemental assessment may occur, requiring a refund of taxes paid to the property owner. Supplemental Assessments have been included in the Fiscal Consultant's presentations of historic Available LMIHF Funds, but have not been included in this projections of future Available LMIHF Funds to pay debt service on the Bonds.

County Property Tax Collection and Administrative Costs. In 1990, the Legislature enacted SB 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the costs of administering the provisions of the Dissolution Act. For purposes of the Fiscal Consultant's projections of Available LMIHF Funds available to pay debt service on the Bonds, the Fiscal Consultant has advised that it has not taken any such administrative costs into consideration, as the Available LMIHF Funds are computed as a percentage (twenty percent) of the increases in assessed values attributable to development in the Dunes and Sea Haven projects.

Levy and Collection of Taxes. The Successor Agency has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the ability of the Successor Agency to repay the Bonds. Likewise, delinquencies in the payment of property taxes and the impact of bankruptcy proceedings on the legal ability of taxing agencies to collect property taxes could have an adverse effect on the Successor Agency's ability to make timely Bond payments. Collection of property taxes in the County is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," as provided for in Section 4701 et seq. of the California Revenue and

Taxation Code (known as the "Teeter Plan"). Accordingly, collections of property taxes will reflect actual delinquencies, if any.

See Section 6.4 of the Fiscal Consultant's Report for a table showing computed tax levies and allocated Redevelopment Property Tax Trust Fund revenues. Substantial delinquencies in the payment of property taxes could impair the timely receipt by the Successor Agency of Available LMIHF Funds, although the current annual Available LMIHF Funds provide debt service coverage on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Unitary Property

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with fiscal year 1988-89, tax revenues derived from unitary property and assessed by the State Board of Equalization are accumulated in a single tax rate area for the County. The tax revenues are then to be allocated to each taxing entity county-wide as follows: (i) each taxing entity will receive the same amount as in the previous year plus an increase for inflation of up to 2%; (ii) if utility tax revenues are insufficient to provide the same amount as in the previous year, each taxing entity's share would be reduced pro rata county wide; and (iii) any increase in revenue above 2% would be allocated in the same proportion as the taxing entity's local secured taxable values are to the local secured taxable values of the County.

AB 454 (Statutes of 1987, Chapter 921) further modified Chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provides for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

Unitary revenues are not included in Available LMIHF Funds because they are not generated by the Dunes and Sea Haven developments, and so are not included in projections in the Fiscal Consultant's Report of Available LMIHF Funds or in Table 8 under the heading "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Article XIIIA of the State Constitution

Article XIIIA limits the amount of ad valorem taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIIIA defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIIIA (i) exempts from the 1% tax limitation taxes to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978 or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional ad valorem taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIIIA has been upheld by both the California Supreme Court and the United States Supreme Court.

In the general election held November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIIIA. Proposition 58 amended Article XIIIA to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIIIA, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first $1,000,000 of other property between parents and children. This amendment to Article XIIIA may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIIIA to permit the Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence assessed value to the new residence. As a result of the Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the $1 per $100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

Each year the Board of Equalization announces the applicable adjustment factor. Since the adoption of Proposition 13, inflation has, in most years, exceeded 2% and the announced factor has reflected the 2% cap. The changes in the California Consumer Price Index from October of one year and October of the next year are used to determine the adjustment factor for the January assessment date. Through fiscal year 2010-11 there were six occasions when the inflation factor was less than 2%. Until fiscal year 2010-11 the annual adjustment never resulted in a reduction to the assessed values of individual parcels; however, the factor that was applied to real property assessed values for the January 1, 2010 assessment date was -0.237% and this resulted in reductions to the assessed value of parcels. The table below reflects the inflation adjustment factors for the current fiscal year and 10 prior fiscal years.

Historical Inflation Adjustment Factors

Fiscal Year	Inflation Adj. Factor
2010-11	-0.237%
2011-12	0.753
2012-13	2.000
2013-14	2.000
2014-15	0.454
2015-16	1.998
2016-17	1.525
2017-18	2.000
2018-19	2.000
2019-20	2.000
2020-21	2.000

Appropriations Limitation—Article XIIIB

Article XIIIB limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The "base year" for establishing such appropriations limit is the 1978/79 fiscal year, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness shall not be deemed the receipt by a redevelopment agency of proceeds of taxes levied by or on behalf of a redevelopment agency within the meaning of Article XIIIB, nor shall such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including section 33678 of the Redevelopment Law. The constitutionality of section 33678 has been upheld in two California appellate court decisions. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

Proposition 87

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Former Agency or the Successor Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness and not to redevelopment agencies.

Appeals of Assessed Values

Pursuant to California law, a property owner may apply for a reduction of the property tax assessment for such owner's property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner's property in any one year must submit an application to the County Assessment Appeals Board (the "Appeals Board"). Applications for any fiscal year must be submitted between July 2 and

November 30. Following a review of each application by the staff of the County Assessor's Office, the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces the assessment or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as "ongoing hardship"), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for then current year as well. Appeals for reduction in the "base year" value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for "ongoing hardship" in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted.

See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals" for information regarding historical and pending appeals of assessed valuations by property owners in the Merged Project Areas. Also, see Section 5.0 in the Fiscal Consultant's Report in Appendix G.

Propositions 218 and 26

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the "Supermajority Vote to Pass New Taxes and Fees Act." Proposition 26 amended Article XIIIC of the California Constitution by adding an expansive definition for the term "tax," which previously was not defined under the California Constitution.

Available LMIHF Funds securing the payment of the Bonds are derived from property taxes that are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and Proposition 26.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting Successor Agency revenues or the Successor Agency's ability to expend revenues.

THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

As described under the heading "INTRODUCTION—The City, the Former Agency and the Successor Agency," the Dissolution Act dissolved the Former Agency as of February 1, 2012. Thereafter, pursuant to section 34173 of the Dissolution Act, the City became the Successor Agency to the Former Agency. Subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City.

Successor Agency Powers

All powers of the Successor Agency are vested in its five members who are the elected members of the City Council. Pursuant to the Dissolution Act, the Successor Agency succeeds to the organizational status of the Former Agency but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. The Successor Agency is tasked with expeditiously winding down the affairs of the Former Agency, pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, substantially all Successor Agency actions are subject to approval by the Oversight Board, as well as review by the DOF.

Status of Compliance with Dissolution Act

The Dissolution Act required that a due diligence review be conducted to determine the unobligated balances of each successor agency that are available for transfer to taxing entities. The due diligence review involved separate reviews of each successor agency's low and moderate income housing fund and of all other funds and accounts. Once a successor agency completes the due diligence review and any transfers to taxing entities, the DOF would issue a finding of completion that expands the authority of each successor agency in carrying out the wind down process. A finding of completion allows a sponsoring community to, among other things, retain real property assets of the dissolved redevelopment agency and utilize proceeds derived from bonds issued prior to January 1, 2011. The Successor Agency has completed the due diligence process and received its Finding of Completion on November 12, 2014.

Pursuant to the due diligence reviews, the DOF determined that the Successor Agency was not required to remit any unobligated balance to the County Auditor-Controller.

After receiving a finding of completion, each successor agency is required to submit a Long Range Property Management Plan (a "LRPMP") detailing what it intends to do with its inventory of properties. The Successor Agency initially thought that it had no properties to dispose of, but recently discovered that the Former Agency owned certain parcels, some of which with little or no value, that it will need to divest. While the time in which to file a LRPMP has passed, the Successor Agency continues to work with the DOF and the Oversight Board in connection with its disposition of such parcels.

Plan Limits

In accordance with the Redevelopment Law, redevelopment plans like the Redevelopment Plans for each of the three Merged Project Areas were required to include certain limits on the financing of the redevelopment projects. These limits could include a time limit on the repayment of indebtedness, a cumulative revenue limit applicable to tax increment revenues allocable to the Successor Agency and a limit on the amount of bonded indebtedness that can be outstanding. While SB 107 clarified that former tax increment limits set forth in

certain redevelopment plans no longer apply for purposes of paying approved enforceable obligations such as the Bonds, the legislation did not eliminate redevelopment plan limits applicable to former military base redevelopment project areas which include the Airport Project and Fort Ord Project, and due to the fiscal merger of the three project areas, there are now certain limits applicable to the Merged Project Areas. Consequently, under current law the plan limitations summarized in Table 1 below apply to the Bonds and any Parity Debt, and to the Tax Revenues from which the Available LMIHF Funds are derived.

The following is a summary of redevelopment plan limits that remain in place:

TABLE 1
Merged Project Areas
Plan Limitations

	Marina Project	Airport Project	Fort Ord Project
Adoption Date	8/5/1986	9/17/1997	11/2/1999
Time Limit to Incur Debt	Deleted by SB 211 Amendment	6/30/2029	6/30/2032
Time Limit to Repay Debt	Eliminated by SB 107	6/30/2045	6/30/2048
Cumulative Revenue Limit	$4,000,000,000		
Bonded Indebtedness Limit	$655,000,000		

Source: Fiscal Consultant.

As illustrated by the foregoing table, the Merged Project Areas include a $4 billion cumulative dollar limit on the receipt of former tax increment revenue. The redevelopment plan for the Fort Ord Project includes a time limit on the receipt of former tax increment revenues of June 30, 2048.

The redevelopment plans for the Merged Project Areas also contain a limit on the maximum amount of bonded indebtedness that may be outstanding at any one time of $655,000,000. Currently only $13,135,000 of bonded indebtedness is outstanding. With the issuance of the Bonds, the Successor Agency expects to continue to be well within this limit.

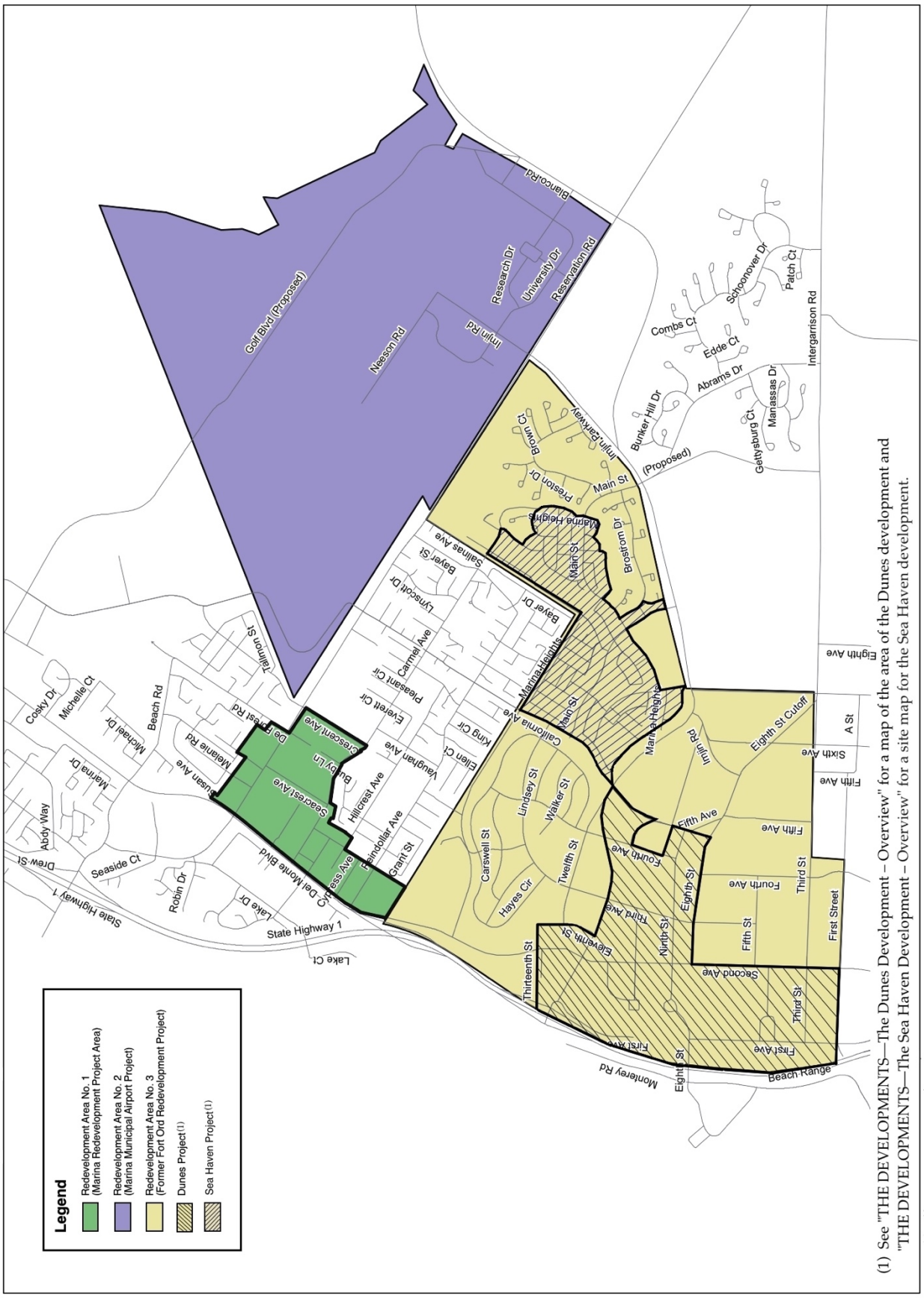
The Fiscal Consultant has advised that, based on tax increment receipt records of the Successor Agency and information provided by the County Auditor-Controller, approximately $61 million of former tax increment revenue has been received through fiscal year 2018-19 toward the $4 billion cumulative revenue limit for the Merged Project Areas. Based upon the two percent annual growth assumptions incorporated into the Fiscal Consultant's revenue projections, $282 million or approximately 7% of the $4 billion limit is projected to be collected through the 2040 final maturity of the Bonds. For the $4 billion tax increment revenue limit to be reached prior to the final debt service payment in 2040, it is estimated that RPTTF revenues for the Merged Project Areas would need to grow at a compound annual growth rate more than approximately 26% per year. While new development activity has resulted in assessed value growth for the Dunes development more than this rate for the last two fiscal years, growth rates are expected to moderate as the Dunes and Sea Haven developments become built out. Assuming full buildout of both the Dunes and Sea Haven developments over the next 9 years and 2% growth in assessed values within the balance of the Merged Project Areas, the Fiscal Consultant has estimated that the Successor Agency would collect approximately $526 million or 13% of the $4 billion limit through the 2040 final maturity of the Bonds. See Section 2.2 in the Fiscal Consultant's Report in Appendix G.

THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS

The Bonds are payable from, and are secured by a pledge of the Available LMIHF Funds arising from the Dunes and Sea Haven developments located within the Fort Ord Project. See "SECURITY FOR THE BONDS—Pledge Under the Indenture." The Available LMIHF Funds represent a portion of, and are payable from, the Tax Revenues derived from the Merged Project Areas. See "SECURITY FOR THE BONDS—Available LMIHF Funds.

The following page includes a map depicting the three Merged Project Areas, including the Fort Ord Project, and the location of the Dunes development and the Sea Haven development within the Fort Ord Project. The following pages include information relative only to the portion of the Fort Ord Project in which the Dunes and Sea Haven developments are located.

Redevelopment Project Area Boundaries



(1) See "THE DEVELOPMENTS—The Dunes Development – Overview" for a map of the area of the Dunes development and "THE DEVELOPMENTS—The Sea Haven Development – Overview" for a site map for the Sea Haven development.

Land Use

The aggregate designated land use in the Dunes and Sea Haven developments portions of the Fort Ord Project for fiscal year 2019-20 is set forth in the following table.

TABLE 2
Taxable Value by Land Use Combined
Combined Dunes and Sea Haven Developments
Fiscal Year 2019-20
[Area Applicable to Available LMIHF Funds]

	No. of Parcels*	Taxable Value	% of Total
Residential	621	$398,142,052	66.2%
Commercial	42	115,115,177	19.2
Institutional / Medical	3	73,295,065	12.2
Roads / Non-Taxable	25	-	0.0
Unsecured	41	14,511,427	2.4
Total	732	$601,063,721	100.0%

* Includes 691 secured parcels and 41 unsecured assessment numbers. Each unsecured assessment corresponds to a separate unsecured property owner; for example, individual tenants within a retail building will each have separate unsecured assessments.
Source: Fiscal Consultant

Historical Assessed Values

Table 3 below summarizes year-to-year changes in the assessed values for the Dunes and Sea Haven developments portions of the Fort Ord Project for the past ten years based upon the County Auditor-Controller's annual assessed value reports.

TABLE 3
Assessed Value History
Combined Dunes and Sea Haven Developments
Fiscal Years 2010-11 to 2019-20
[Area Applicable to Available LMIHF Funds]

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Annual-ized % Change 10-11 to 19-20
Secured	$140,679,501	$151,839,510	$140,346,922	$163,641,065	$180,062,330	$166,403,638	$222,476,061	$312,383,006	$457,984,090	$586,552,294	17.2%
Unsecured	8,254,300	7,460,150	8,581,821	8,345,550	7,700,144	7,817,890	9,167,090	10,015,818	11,605,016	14,511,427	6.5
Total	$148,933,801	$159,299,660	$148,928,743	$171,986,615	$187,762,474	$174,221,528	$231,643,151	$322,398,824	$469,589,106	$601,063,721	16.8%
%change	N/A%	7.0%	-6.5%	15.5%	9.2%	-7.2%	33.0%	39.2%	45.7%	28.0%	

Source: Fiscal Consultant, based on information obtained from the County Auditor-Controller.

Largest Taxpayers

The ten largest taxpayers for the Dunes and Sea Haven developments portions of the Fort Ord Project according to the 2019-20 assessed valuations are shown below.

TABLE 4
Top 10 Taxpayers for Combined Dunes and Sea Haven Developments
Fiscal Year 2019-20

	Property Owner	Principal Land Use	Number of Parcels[1]	Assessed Value FY 2019-20	% of Total and Incr. AV[2]
1	Wathen Castanos Homes[3]	Lots and New Homes Under Development	54	$61,456,380	10.2%
2	Hamstra-Appleton LLC	VA Medical Center	1	51,781,173	8.6
3	Pacific Coast Highway Property LLC	Shopping Center	13	36,170,000	6.0
4	Target Corporation	Target store	2	25,574,710	4.3
5	Community Hospital Properties Inc.[4]	Outpatient care and fitness center	6	25,032,830	4.2
6	Monterey Peninsula Hotels Group LP	Hotel (Marriot Springhill Suites)	1	19,979,845	3.3
7	Shea (Developer)[5][6]	Land under development	40	15,616,854	2.6
8	Kohls Department Stores Inc.	Kohls store	1	8,830,000	1.5
9	Net Lease Realty	Movie Theater	1	8,317,255	1.4
10	SKN Properties	Retail	4	6,685,462	1.1
			123	$259,444,509	43.2%

(1) Number of secured parcels and/or unsecured assessments.
(2) Based upon fiscal year 2019-20 assessed value and incremental assessed value of $601,063,721 (base year assessed value is zero).
(3) Includes Wathen Castanos Peterson Homes Inc. et al, WC Marina and JPF Properties LLC.
(4) Includes Community Hospital Properties Inc. and Community Hospital of the Monterey Peninsula.
(5) Includes Shea Homes Limited Partnership and Marina Community Partners LLC.
(6) Property owner has pending assessment appeal filing(s) for fiscal year 2019-20.
Source: Fiscal Consultant.

The following provides a brief description of each of the top ten taxpayers for the Dunes and the Sea Haven developments:

1. Wathen Castanos Homes is the developer of the Sea Haven Development. Assessed value of Wathen Castonos Homes consists of residential lots and new homes under development.

2. Hamstra-Appleton LLC is the private entity that constructed and owns the fee interest in the 146,000-square foot Maj. Gen. Gourley VA- DoD Outpatient Clinic ("VA Medical Center") which is under a long-term lease to the U.S. Department of Veterans Affairs. *It is possible that the property could become exempt from property taxes at some point in the future if, for example, the U.S. Department of Veterans Affairs were to purchase the fee interest in the property.*

3. Pacific Coast Highway Property LLC is the owner of a 234,000 square foot portion of the shopping center within the Dunes Development encompassing Best Buy, Old Navy, Bed Bath & Beyond, Michaels, Party City and REI. Kohl's and Target are a part of the same shopping center but the stores are under separate ownership.

4. Target Corporation has a retail location in the Dunes development.

5. Community Hospital Properties Inc. is an outpatient care center and fitness facility.

6. Monterey Peninsula Hotels Group LP is the owner of a 106-room Marriot Springhill Suites hotel.

7. Shea is the developer of the Dunes development. Assessed value for Shea includes the affiliated entities Shea Homes Limited Partnership and Marina Community Partners LLC. The Developer-owned parcels consist of residential lots under development and vacant land planned for future development.

8. Kohls Department Stores, Inc. has a retail location in the Dunes development.

9. Net Lease Realty, Inc. is the owner of a 5-screen cinema.

10. SKN Properties is the owner of approximately 40,000 square feet of retail space within the Dunes development.

Historic and Estimated Available LMIHF Funds

Table 5 below reflects the historical assessed values and incremental values for the Dunes and Sea Haven developments portions of the Fort Ord Project, and allocated Available LMIHF Funds for the most recent five fiscal years and estimated for the current and next fiscal year.

TABLE 5
Historic and Estimated Available LMIHF Funds for the Successor Agency
Fiscal Years 2014-15 to 2020-21[1]

	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	Actual 2018-19	*Estimate* 2019-20	*Projection* 2020-21
Assessed Value - Dunes & Sea Haven developments[2]	$187,762,474	$174,221,528	$231,643,151	$322,398,824	$469,589,106	$601,063,721	$666,128,218
Computed Levy @1%[3]	1,877,625	1,742,215	2,316,432	3,223,988	4,695,891	6,010,637	6,661,282
Gross Property Taxes Allocated							
Secured/Unsecured Taxes[4]	1,876,463	1,747,874	2,284,323	3,208,096	4,654,385	6,010,637	6,661,282
Supplemental Revenues Allocated	(11,499)	74,227	222,638	672,603	773,507	not included	not included
Gross Collections	$1,864,964	$1,822,100	$2,506,961	$3,880,699	$5,427,892	$6,010,637	$6,661,282
Gross Collections as % of Computed Levy[5]	99.33%	104.59%	108.23%	120.37%	115.59%	100.00%	100.00%
Former Housing Set-Aside @20%[6]	$372,993	$364,420	$501,392	$776,140	$1,085,578	$1,202,127	$1,332,256
Less: 10% Retained per Dunes Agreement	(37,299)	(36,442)	(50,139)	(77,614)	(108,558)	(120,213)	(133,226)
Available LMIHF Funds available for Bond debt service	$335,693	$327,978	$451,253	$698,526	$977,020	$1,081,915	$1,199,031

(1) Figures may not add due to rounding.
(2) Base year assessed value is zero.
(3) Assumes basic tax levy of 1% ($1.00 per $100.00 of taxable value) in accordance with Article XIIIA of the California Constitution. See "PROPERTY TAXATION IN CALIFORNIA—Article XIIA of the State Constitution."
(4) Includes regular current year secured and unsecured taxes as well as prior year redemptions.
(5) Property tax collections are not subject to the Teeter Plan (see "PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—Levy and Collection of Taxes"), and so reflect actual collections taking into account delinquencies in payment.
(6) See the third paragraph under the heading "SECURITY FOR THE BONDS—Available LMIHF Funds."
Source: Fiscal Consultant and Monterey County Auditor-Controller.

Assessment Appeals

Property values determined by the County Assessor may be subject to an appeal by a property owner. Assessment appeals are filed annually with the County Assessment Appeals Board for a hearing and resolution. A property owner can file for a regular assessment appeal of the current fiscal year assessed valuation between July 2 and November 30. Most appeals heard by an Assessment Appeals Board are scheduled within twelve to eighteen months. Revenue and Taxation Code §1604, however, allows up to two years for an assessment appeal to be decided unless this time limit is waived by the applicant. If the appeal is not decided within the two-year statutory time frame and the time limit is not waived, the assessor is required to use the applicant's opinion of value.

The majority of appeal filings applicable to the Dunes and Sea Haven developments are Proposition 8 appeals which relate to temporary declines in the market value of a property. Assessed value reductions as a result of Proposition 8 appeals are subject to annual review by the County Assessor and potential restoration over time based on future increases in market value of the subject property. "Base year" appeals contest changes in assessed value arising from re-assessable events such as transfer of ownership or new construction. Assessed value reductions as a result of "Base Year" appeals affect the maximum assessed value on an on-going basis.

The resolution of an appeal may result in a reduction to the County Assessor's taxable value and a tax refund to the property owner. The Fiscal Consultant reports that the County allocates tax refunds resulting from assessment appeals on a proportionate basis to all taxing agencies and Redevelopment Property Tax Trust Fund funds Countywide without regard to the area within which the parcel associated with the successful appeal filing is located. Thus, the impact of tax refunds associated with appeals is shared by all taxing agencies and Redevelopment Property Tax Trust Fund funds within the County, which lessens the potential impact that any individual appeal has on Merged Project Area Redevelopment Property Tax Trust Fund revenues for the Successor Agency. Inclusive of the impact of a proportionate share of County-wide assessment appeal refunds allocated to the Successor Agency, the overall collections rate for secured and unsecured taxes by the Successor Agency has averaged 99.6% over the past five years (see Table 5.4 in the Fiscal Consultant's Report in Appendix G). Additionally, the collections rate specific to Available LMIHF Funds has averaged approximately 111.9% after consideration of supplemental taxes in addition to regular secured and unsecured taxes (see Table 6.4 in the Fiscal Consultant's Report in Appendix G). The primary risk from appeals within the Dunes and Sea Haven developments is the potential future reduction in assessed value and thereby in future Available LMIHF Funds.

Historic Appeals Filing Outcomes: 2014-15 to 2019-20. Table 6 below summarizes assessment appeal filing outcomes within the Dunes development during the years 2014-15 to 2019-20 including Secured and Unsecured Roll appeals as determined based on research by the Fiscal Consultant. The Fiscal Consultant has advised that no assessment appeals for the Sea Haven development were identified during the period it reviewed.

As shown below, 64% of resolved appeal filings were reduced or stipulated, while 36% were subsequently denied or withdrawn. Seventy-seven of the eighty-seven total appeals were filed by the Developer. Resolved appeals during fiscal year 2014-15 to 2019-20 period had an aggregate contested value of $102.5 million and resulted in an assessed value reduction of $12.7 million, which represents an average net reduction of 12.4%.

TABLE 6
Historical Assessment Appeal Summary
Fiscal Years 2014-15 through 2019-20

Historic Assessment Appeal Resolutions:
Dunes Development

			Resolved Appeal Outcomes			Assessed Valuation: Resolved Appeals ($Millions)					
Fiscal Year	Total No. of Filings	Open Filings	Resolved Filings	Denied or With-drawn	Stipulated or Reduced	No. of Resolved Records	Assessor / Roll Value ($Millions)	Applicant Opinion of Value ($Millions)	Resolved Value ($Millions)	Net Reduction in Value ($Millions)	Average % Reduction
FY 2014-15	17	14	3	3	0	3	$21.3	$9.0	$21.3	$0.0	0.0%
FY 2015-16	3	0	3	2	1	3	4.3	2.8	3.7	0.6	13.0
FY 2016-17	11	10	1	0	1	1	6.2	4.5	5.1	1.1	17.3
FY 2017-18	24	7	17	3	14	17	69.9	44.5	58.8	11.1	15.9
FY 2018-19	26	25	1	1	0	1	0.8	0.7	0.8	0.0	0.0
FY 2019-20	6	6	0	0	0	0	0.0	0.0	0.0	0.0	N/A
Totals	87	62	25	9	16	25	$102.5	$61.5	$89.8	$12.7	12.4%
% of Total			100%	36%	64%						

Source: Monterey County Assessment Appeals Database, as reported by the Fiscal Consultant

Summary of Pending Appeals. The Fiscal Consultant has advised that there are 62 open appeals for the Dunes development of which 6 are to contest fiscal year 2019-20 assessed values. The aggregate contested value for the fiscal year 2019-20 pending appeals totals $11 million. A combined $8.3 million net reduction in assessed value is requested for fiscal year 2019-20.

TABLE 7A
Summary of Pending Appeals

	No. of Open Appeals	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Applicant Requested Net Reduction in Value ($Millions)
Fiscal Year 2019-20 Filings	6	$11.0	$2.8	$8.3
Prior Fiscal Year Filings (FY 2014-15 to 2019-20)	56	127.2	54.9	72.3
Totals	62	$138.2	$57.6	$80.6

Source: Fiscal Consultant.

All six fiscal year 2019-20 pending appeals were filed by the Developer and 57 of the 62 pending appeals for FY 2014-15 through FY 2019-20 were filed by the Developer. Sixteen of the prior year filings are for property the Developer subsequently sold to a third party after the appeal was filed.

Estimated Assessed Value Impact from Appeals. The Indenture prescribes the manner in which the impact of assessment appeals is to be estimated for purposes of determining Available LMIHF Funds available to support issuance of Parity Debt, as described in clause (d)(ii) of the first paragraph under the heading "SECURITY FOR THE BONDS—Parity Debt." The Fiscal Consultant's assessed value reduction from assessment appeals has been estimated in a manner consistent with the applicable Parity Debt methodology and reflects the following: (a) for property that is owned by the Developer or a related entity of the Developer, the estimated assessed value reduction from assessment appeals was based upon the applicant's opinion of assessed value; and (b) for property not owned by the Developer or a related entity of the Developer, the estimated assessed value reductions from assessment appeals was based upon the 2018-19 fiscal year average percentage reduction in assessed value applicable to resolved appeals for the preceding five fiscal years. If appeals for more than one year are pending for a

given parcel, the most recent appeal filing was used as the basis for estimating the assessed value impact. An adjustment was also required for resolved appeals for which the resulting assessed value reduction is not yet reflected on the assessment roll. The reduced assessed value for the applicable properties is estimated as the lesser of (a) the resolved assessed value from the appeal resolution and (b) the reduced assessed value estimated by applying the methodology described above in (a) or (b), as applicable.

The Fiscal Consultant has estimated pending appeals will result in an assessed value reduction of approximately $26 million based on the methodology prescribed by the Indenture related to Parity Debt as described in the preceding paragraph, which represents an average percentage reduction of 33.6%. The estimated reduction in assessed values reflects the 30 pending appeals pertaining to fiscal years 2014-15 through fiscal year 2019-20. An additional 32 appeal filings by the Developer were not included for purposes of estimating the impact of pending appeals because they were not the most recent filing for the applicable parcel. See Table 7B below for additional detail.

TABLE 7B
Estimated Reduction in Assessed Value from Pending Appeals

	Unique Pending Appeals(1)	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Est. of Resolved Value ($Millions)	Est. of Net Reduction in Assessed Value ($Millions)	%Reduction from Contested Value
Developer Appeals						
Developer Property(1)	13	$19.0	$5.5	$5.5	($13.5)	71.2%
Other Appeals(1)	17	58.6	29.0	46.0	(12.5)	21.4
Total Appeals	30	$77.5	$34.4	$51.5	($26.0)	33.6%

(1) Excludes 32 appeal filings that represent repeat filings for the same parcel over multiple years.
Source: Fiscal Consultant.

The $26 million estimated reduction in assessed value from pending appeals is reflected in the projected fiscal year 2020-21 assessed values and results in a $143,000 reduction in the projected Available LMIHF Funds.

Sixty of the 62 pending appeals are Prop 8 filings relate to temporary declines in market value. Although Prop 8 reductions granted as a result of successful assessment appeal filings may be restored over time as market valuations increase, for purposes of the revenue projection in the tables in the Fiscal Consultant's Report and in Table 8 under the heading "—Projected Available LMIHF Funds and Estimated Debt Service Coverage," the estimated reductions are assumed to be permanent.

Actual resolution of appeals is determined by many factors including vacancy and rental rates, circumstances of hardship and real estate comparables, all of which are unique to the individual assessment. Therefore, actual reductions, if any, may be higher or lower than the reductions incorporated in the projection. An appeal may be withdrawn by the applicant, the County Appeals Board may deny or modify the appeal at hearing or by stipulation, or the final value may be adjusted to an amount other than the stated opinion of value.

New Development

The Dunes development and the Sea Haven development continued to develop and sell new homes following the January 1, 2019 lien date for the fiscal year 2019-20 assessment roll.

Estimated assessed value added by development of new homes in 2019 for which a final certificate of occupancy has been issued or for which a sale has been recorded is reflected for purposes of the revenue projections in fiscal year 2020-21 in Tables 6 to 7.3 in the Fiscal Consultant's Report in Appendix G and in Table 8 below. Specifically, the Fiscal Consultant has advised that the following new development assessed value is included:

- New Homes in the Dunes development – From January 2019 to December 2019 a total of 70 new homes within the Dunes development were granted a final certificate of occupancy, or sale to a homebuyer was recorded, or both. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report include $43.3 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

- New Homes in the Sea Haven development - From January 2019 to December 2019 a total of 77 new homes within the Sea Haven development were granted a final certificate of occupancy, or sale to a homebuyer was recorded, or both. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report and in Table 8 below include $47.8 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

Table 8 in the Fiscal Consultant's Report in Appendix G provide additional supporting information regarding the taxable assessed value estimated to be added to the tax roll from these new developments.

Future buildout of the Dunes development is anticipated to include up to an additional 797 residential units, 394 hotel rooms, 396,000 square feet of office, research and development, or light industrial uses, and an additional 62,000 square feet of retail. Assessed value associated with this future buildout is not reflected for purposes of the revenue projections in the Fiscal Consultant's Report.

The Sea Haven development is planned for a total of 1,050 single family residential units of which 201 were completed by the end of 2019. Assessed value associated with buildout of the remaining 849 homes in the Sea Haven development is not reflected for purposes of the Table 6 to 7.3 revenue projections in the Fiscal Consultant's Report or in Table 8 below.

Projected Available LMIHF Funds and Estimated Debt Service Coverage

Table 8 below shows expected Available LMIHF Funds assuming no growth in assessed values, except as noted in footnote 2 in Table 8 below, and includes projected debt service on the Bonds. The projection incorporates the valuation assumptions made in the Fiscal Consultant's Report. Changes in assessed value have been reflected in the projection for fiscal years 2019-20 based on new development (see "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—New Development"). The projection includes an adjustment for pending appeals as described under the heading "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals – Estimated Assessed Value Impact from Appeals.

TABLE 8
Projection of Available LMIHF Funds
and Debt Service Coverage
Assumes No Growth on Assessed Value After 2019-20
(dollars in thousands)

Fiscal Year	Former Housing Dunes & Sea Haven	Less: 10% Retained	Available LMIHF Funds	Bond Debt Service	Debt Service Coverage
2019-20	1,202	(120)	1,082		
2020-21	1,332	(133)	1,199[(1)]		
2021-22	1,332	(133)	1,199		
2022-23	1,332	(133)	1,199		
2023-24	1,332	(133)	1,199		
2024-25	1,332	(133)	1,199		
2025-26	1,332	(133)	1,199		
2026-27	1,332	(133)	1,199		
2027-28	1,332	(133)	1,199		
2028-29	1,332	(133)	1,199		
2029-30	1,332	(133)	1,199		
2030-31	1,332	(133)	1,199		
2031-32	1,332	(133)	1,199		
2032-33	1,332	(133)	1,199		
2033-34	1,332	(133)	1,199		
2034-35	1,332	(133)	1,199		
2035-36	1,332	(133)	1,199		
2036-37	1,332	(133)	1,199		
2037-38	1,332	(133)	1,199		
2038-39	1,332	(133)	1,199		
2039-40	1,332	(133)	1,199		
2040-41	1,332	(133)	1,199		
2041-42	1,332	(133)	1,199		
2042-43	1,332	(133)	1,199		
2043-44	1,332	(133)	1,199		
2044-45	1,332	(133)	1,199		
2045-46	1,332	(133)	1,199		
2046-47	1,332	(133)	1,199		
2047-48	1,332	(133)	1,199		

(1) Increase in revenues in 20-21 is due to assessed value added from new homes sold or completed in 2019 totaling $43.4 M for Dunes Project and $47.8 M for Sea Haven, as offset for an estimated $26 million reduction in assessed value as a result of assessment appeals.

Source: Tax data from the Fiscal Consultant. Debt service data from the Underwriter.

THE DEVELOPMENTS

The Dunes Development

Information in this section entitled "THE DEVELOPMENTS—The Dunes Development," and in the next Section entitled "THE DEVELOPMENTS—The Dunes Developer" has been obtained from the Developer, and neither the Successor Agency nor the Underwriter can ensure, and do not ensure, its completeness or accuracy.

Overview. The Dunes is a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned community, within a larger 420 acre Specific Plan area, known as University Villages, located in the former Fort Ord Army Base within the City. The Dunes forms the southern portion of City, and is bounded by Highway 1 on the west, California State University Monterey Bay (CSUMB) to the South, and links to the rest of the City to the North and East. The Dunes is planned to provide 1,237 residences (108 apartments and 1,129 for sale units, of which 248 units are designated as affordable units, and 62 as work-force homes); 1,510,000 square feet of office, retail, and multi-uses (including 83 mixed use

townhomes); 500 hotel rooms; 81-acres of public facilities and backbone roadways; and 42-acres of parks/open space and transit esplanade/multi-purpose corridor. See "THE DEVELOPMENTS—The Dunes Development – Development Program/Phasing" for a map showing the elements of the Dunes development.

The Dunes development is part of a larger Economic Development Conveyance (EDC) by the US Army/Department of Defense under the Base Realignment and Closure Act (BRAC) for the closure of the former Fort Ord. The property is intended for public-private partnership reuse and redevelopment under the jurisdiction of the Former Agency. The goal of the development is to eliminate blight, foster economic regeneration both locally and in the region, and generate new employment opportunities. Upon full buildout the project is anticipated to provide nearly 800 new construction jobs and 4,700 new permanent jobs. All site work, infrastructure and vertical construction is to be performed with prevailing wage labor.

Almost half of the blighted former military structures on the site have been removed. To date over 400,000 square feet of retail, restaurant and service uses, a 106 unit hotel, 332 single family homes, 108 affordable apartments, 203,000 square feet of medical office and clinic uses, and a 5 screen theater have been completed. The Dunes project is also the recipient of a highly competitive state program, being designated as a Sustainable Communities grant award winner in 2010.

Multiple Use/Urban Design. The Dunes is planned as a livable community that integrates housing, recreation, retail, and job opportunities in the overall community plan where regional shopping, casual shopping and dining, hospitality, employment, residential, and recreational uses converge. The Dunes includes pedestrian and bicycle friendly streets, open space connections, transit corridors, and vistas to important community monuments, such as civic uses. These urban design features link the different neighborhoods into a cohesive community; yet allow them to have variety in their makeup.

Village Center. A feature related to the Village Center site is the Imjin Parkway to Highway 1 interchange. With the access and visibility provided by this roadway enhances the Village Center's major regional serving and community retail components. This combination of regional retail, visitor serving, office/research and residential land uses will provide a mix of different land use types in a planned and integrated manner. A portion of the Village Center is designated as multi-use. This designation allows for greater flexibility and blending of land uses. A significant portion of this Village Center has been completed, with the Village Promenade and office portion of Phase 1 of the project remaining.

The beach boardwalk links the Village Square out to the Fort Ord Dunes State Beach, utilizing the 8th street overpass. This 'boardwalk" is envisioned to be highlighted with special landscaping, paving treatment, street furniture and lighting, all as a potential venue for public art and as a gathering space. Currently, the roadway to the State beach is open, and parking and trail improvements have been installed.

At the south east comer of 2nd Avenue and Imjin Parkway is a site that houses the Community Hospital of the Monterey Peninsula (CHOMP) facility, integrating medical services into the community. Directly to the south of this site, forming the eastern terminus of the Village Promenade is the site often referred to as Pine Hill. This multi-use site contains a Springhill Suites hotel. At the west end of the Promenade is a Cinemark Theater, providing a key entertainment venue.

Retail Nodes. There are two additional Retail/Service nodes planned within the Dunes. The first is located at the southwest comer of the southern employment center, along Second

Avenue near First Street. This location is intended to provide services to support the employment center, the neighborhood to the north and the CSUMB campus. The second Retail/Service node is planned at the corner of California Avenue and Imjin Parkway in the far northeastern corner of the site. This location will support the surrounding neighborhoods including Sea Haven, Cypress Knolls (currently undeveloped), and the neighborhoods to the north along California Avenue.

Office/Research and Development/Light Industrial. The proposed regional and destination components of the Village Center, along with the new housing create a significant amenity for future employers. Locating these job generating uses as part of the Village Center capitalizes on opportunities for employees to walk to lunchtime and after work amenities. The Office/Research and Development/Light Industrial land uses are located in such a way as to take advantage of both the Village Center, as well as direct linkages to the center of the CSUMB campus. The Office/Research and Development/Light Industrial uses are also located to take advantage of transit use, providing direct connections with TAMC and MST transit stops/stations. The intent of the Office/Research and Development/Light Industrial areas is to attract job opportunities to Marina to help replace those jobs lost with the closing of the Fort Ord military base.

Arts District. The proposed Arts District is envisioned as an opportunity within Marina to create a place where the arts, civic and educational activities and access to the beach can come together. This district, along with the Beach Boardwalk, Village Square and Village Promenade, is intended to enhance amenities within the Dunes.

Residential. The residential component offers a range of housing types, including single family houses, rental apartments, and condominiums and townhomes. This diversity in housing will in turn offer new homes with a wide range of housing choices and at varying price levels. The various home types are woven together within the neighborhood fabric, rather than individual separated housing tracts of specific lot configuration. The development pattern creates an urban, gridded community where pedestrians and bicyclists are comfortable utilizing easy access to all components of the community.

Parks, Open Space, Pedestrian and Bicycle Connections. The park and open space system for the Dunes is an integrated system with a wide variety of public access options. Recreational components within the community include two City of Marina Public Benefit Conveyance (PBC) parcels, linear parks, and a mix of small parks within neighborhoods. Access to the Ford Ord Dunes State Park will occur utilizing the 8th Street overpass.

The two large City parcels are centrally located to the Dunes as well as future CSUMB faculty and staff housing directly across 2nd Avenue. The PBC parcels were transferred from the Army with a deed restriction for recreation activity. Park planning is currently underway with anticipated development of the larger park coming with Phase 2 of the project.

Linking the community, a north/south Linear Park is proposed to begins at the Village Square and extends to the southern Office/Research and Development/Light Industrial area. Perpendicular to this runs another proposed linear park that links the Arts District through the community to CSUMB. A twelve foot wide multi-purpose trail included in both of these linear parks that link with the community and regional bicycle/pedestrian network.

Within the residential areas a series of smaller neighborhood parks are planned amenities to provide both urban relief and play areas.

Bicycle, multi-purpose trails, sidewalk and paseo connections within the community link the needihoods together and connect to the surrounding area. They form a network of off street multi-purpose trails and on-street bicycle lanes for access to the major community components.

Entitlements. The Dunes project was entitled by the City and the Former Agency in 2005 after an extensive public participation process, spanning nearly two years and 45 public meetings. The project was ultimately approved unanimously by the City's Design Review Board, the City's Planning Commission, and the City Council and by the Fort Ord Reuse Authority Board. Entitlements for the project approved in 2005, include the following:

- General Plan Amendment
- University Village Specific Plan
- EIR/FEIR
- Tentative Map – entire project site
- Site Plan and Architectural Review – Phase I
- Consistency Determination (by FORA)
- Disposition and Development Agreement (DDA)
- Development Agreement (DA)
- Memorandum of Agreement for Deconstruction/Demolition

Subsequent to these entitlements, further project approvals provided to the Developer or Shea Homes, include:

- Final Map – Phase IA – regional commercial
- Commercial Sign Regulations
- Final Maps – Phase IC – residential
- First Implementation Agreement
- Second Implementation Agreement
- Tax Increment Financing Agreement and Promissory Notes
- Below Market Rate Housing Agreement #1
- Below Market Rate Housing Agreement #2
- Site Plan and Architectural Design Review – Promenade
- Operating Agreement Clarifying and Modifying Certain Project Approvals

Given the extensive number of project entitlements granted in 2005 and subsequently, few development approvals are required for future project development, primarily, site and architectural design review.

Subsequent approvals granted to third-party developers of land within the Dunes include:

- Site Plan and Architectural Design Review – Shops at the Dunes - Retail
- Site Plan and Architectural Design Review – Marriott Springhill Suites
- Site Plan and Architectural Design Review – Community Hospital of Monterey Peninsula
- Site Plan and Architectural Design Review - William H. Gourley Veterans/DOD Clinic
- Site Plan and Architectural Design Review – Cinemark Theater
- Site Plan and Architectural Design Review – University Village Apartments

Environmental Conditions. The Dunes development is being undertaken on property located in the former Fort Ord Army base. The Dunes site was conveyed by the United States to

the Fort Ord Reuse Authority ("FORA"), which then conveyed the property to the Former Agency. The Former Agency transferred the property by quitclaim deed, dated September 21, 2006 (the "Quitclaim Deed"), to the Developer. Extensive environmental studies and remedial actions were taken with respect to the former Fort Ord property prior to its conveyance to FORA, and in May of 2003, a Finding of Suitability to Transfer (the "FOST") was delivered by the Director of Base Realignment and Closure, Hampton Field Office, wherein certain findings were documented.

The FOST referenced a Community Environmental Facilitation Act report which set forth the environmental condition of the Fort Ord property and the FOST set forth the United States (the "Government") determination of the suitability for transfer of the property from the Government to various parties, including to FORA. The FOST recognized that the Fort Ord Army base property was subject to a Fort Ord Federal Facility Agreement (the "FFA"), and found that "All remediation activities on the property required by the FFA are completed or in place and operating successfully…" However, the Government required that any deed conveying the former Army base property contain various provisions related to environmental matters. These provisions, some of which are described below, were included in the Quitclaim Deed.

Notice of Hazardous Substance Storage. In the Quitclaim Deed, the Government notified the Developer of the former storage, release or disposal of hazardous substances on the Dunes property, with items typically stored on the property identified in the FOST. The Quitclaim Deed states that: "The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. … no additional action is necessary under CERCLA [the Comprehensive Environmental Response Compensation and Liability Act of 1980] to protect human health and the environment."

Environmental Remediation. In the Quitclaim Deed, the Government notified the Developer of the storage, release, and disposal of hazardous substances on the Dunes property, and went on to provide that: "The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property," but the Government reserved the right, upon reasonable notice, to enter the property in any case in which a response or corrective action is found to be necessary; however, no such notice has ever been given by the Government to the Developer.

Notice of Presence of Asbestos. The Developer is informed in the Quitclaim Deed that several of the existing buildings on the property were determined to contain friable and non-friable asbestos that may pose a threat to human health. Pursuant to the Quitclaim Deed, the Government agreed to transfer the buildings and structures to the Developer, prior to remediation of asbestos hazards, in reliance upon the Developer's express representation and promise that the Developer would, prior to use or occupancy of said buildings, demolish the buildings or the portions thereof containing friable asbestos, disposing of asbestos contaminated material in accordance with applicable laws and regulations. The Developer has advised that it has removed the buildings located on the property in Phase 1 of the Dunes development and on the property designated for residential housing in Phase 2 of the Dunes development, aggregating approximately one-half of the 900 or so structures originally located on the Dunes property at the time it was conveyed to the Developer. The Developer expects to remove the remaining structures as it continues developing the Dunes property. In the Quitclaim Deed, the Developer agreed to indemnify and hold harmless the Army, the Former Agency, the City and their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any

manner predicated upon, future exposure to asbestos on any portion of the applicable parcels after the conveyance of the applicable parcels to the Developer. The Developer has represented that all of its building removal activities have been conducted in accordance with applicable laws and regulations.

Lead-Based Paint. In the Quitclaim Deed, the Developer is informed of and acknowledges that all buildings on the Dunes property at the time of conveyance of the property and which were constructed or rehabilitated prior to 1978 were presumed to contain lead-based paint. In the Quitclaim Deed, the Developer agreed that prior to permitting the occupancy of the applicable parcels where their use subsequent to sale is intended for residential habitation, the Developer will perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), and will conduct various specified activities in that regard. In complying with those requirements, the Developer covenanted and agreed to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the applicable parcels found to be necessary as a result of the subsequent use of the applicable parcels for residential purposes. See the preceding paragraph regarding the removal by the Developer of structures located on the Dunes property which removal effectively remediated lead-based paint issues arising from the buildings.

Pesticides. The Quitclaim Deed notified the Developer that pesticides may be present on the property conveyed to the Developer. The Quitclaim Deed represented that "To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the Government was in accordance with its intended purpose, and in accordance with CERCLA."

Notice of the Presence of Polychlorinated Biphenyls ("PCBS"). The Quitclaim Deed acknowledges that fluorescent light ballasts containing PCBs were present on the applicable parcels. The Government represented in the Quitclaim Deed that "… PCB containing equipment does not currently pose a threat to human health or the environment when managed properly. All PCB-containing equipment is presently in full compliance with applicable laws and regulations."

Contaminated Groundwater. The Quitclaim Deed acknowledges that the groundwater beneath certain portions of the property is contaminated with volatile organic compounds, primarily trichloroethylene. In the Quitclaim Deed, the Developer covenanted for itself, its successors, and assigns not to access or use groundwater underlying the property for any purpose. The Developer has also represented that the Dunes has received an allocation of water, through FORA to the City which, in turn, allocated water to the Dunes through development entitlements. Available water is provided by the Salinas Valley Groundwater Basin aquifers not impacted by contamination with volatile compounds. Water for the project is provided by the local Marina Coast Water District, and the allocation is sufficient for all of the planned development for the Dunes.

Potential for Presence of Ordnance and Explosives. The property conveyed pursuant to the Quitclaim Deed was primarily used by the Army for training purposes, and the Quitclaim Deed states that: "Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property." The Developer has agreed in the Quitclaim Deed that should it or any of its successors and assigns discover any ordnance on the property, they shall not attempt to remove or destroy it, but will immediately complete an Ordnance and Explosives Incident Reporting Form, and notify applicable police and Government representatives. The Developer has advised that, to date, it has not encountered any ordnance on the Dunes property.

Environmental Protection Agency Letter. In a letter dated March 31, 2003, the Chief of the Federal Facility and Site Cleanup Branch, Superfund Division of the United States Environmental Protection Agency Region IX (the "EPA") indicated that the EPA had received the FOST, and that all parcels identified within the FOST have either been cleaned up or identified as "uncontaminated" under CERCLA. The letter states that EPA has reviewed the FOST, including various related documents (collectively, the "Documents") and that: "Without independent investigation or verification of certain information contained in the Documentation, the [signatory to the letter] concurs, to the extent set forth below, with the Army's determination that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the parcels has been taken." The letter goes on to state that: "The concurrence shall not be construed in any manner inconsistent with any obligation, right or authority existing under the Fort Ord Federal Facility Agreement, and all amendments thereto, entered into by EPA, the State of California and the Army. The undersigned expressly reserves all rights and authorities relating to information not contained in the Documentation, whether such information is known as of this date, or is discovered in the future." The letter concludes that: "… EPA concurs that the [parcels identified in the FOST] are suitable for transfer for the intended reuse, given the environmental restrictions identified."

Responsibility for Future Environmental Actions. Under CERCLA, the United States would be liable for the remediation of any environmental contamination that may be found in any land transferred to the Developer, except for any asbestos or lead-based paint in buildings on land so transferred the remediation of which is the responsibility of the Developer.

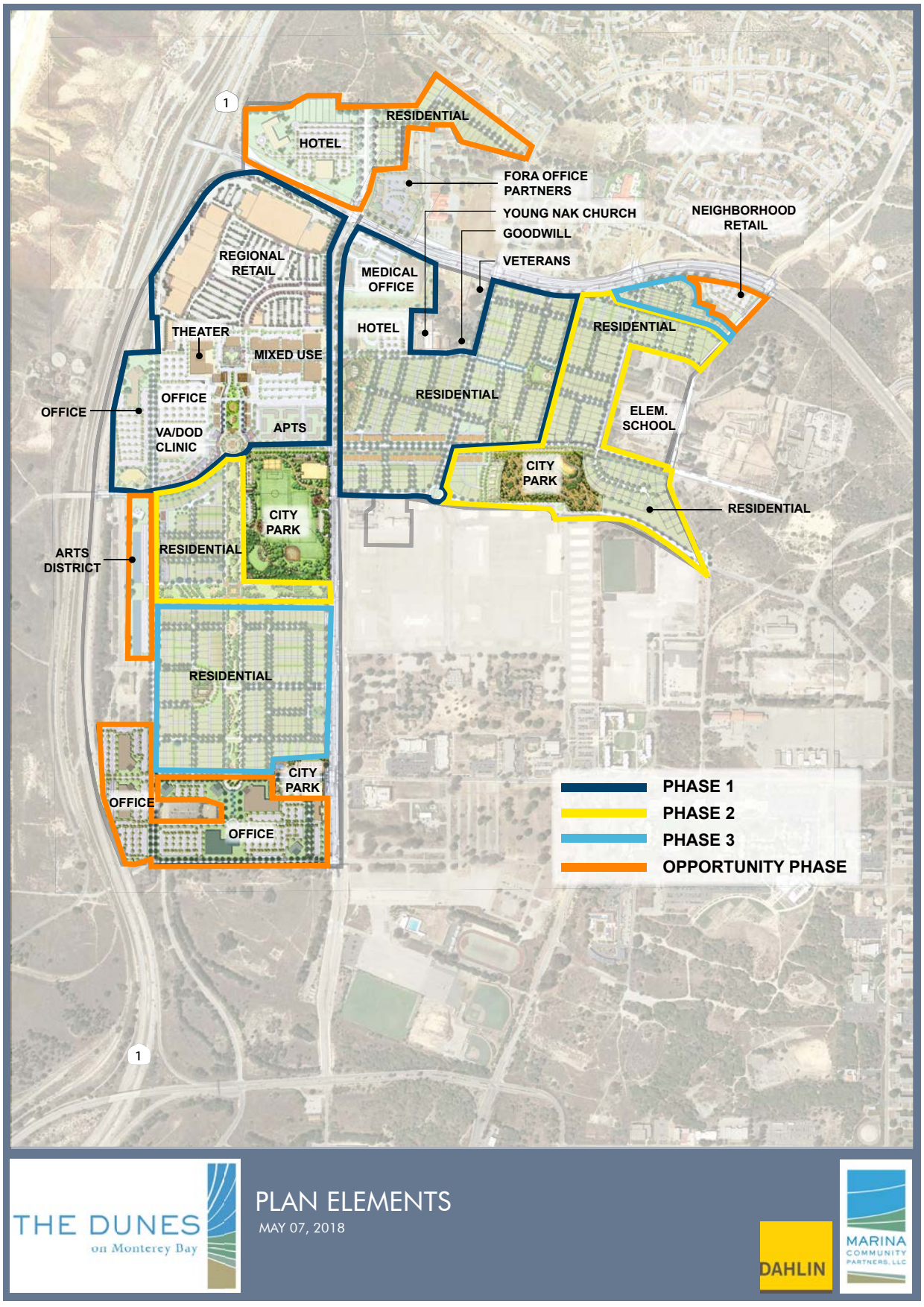
Environmental Insurance. In connection with a risk analysis undertaken by FORA prior to the conveyance of former Fort Ord Army Base property to FORA, especially as it related to possible unexploded ordinance on the property, FORA obtained a pollution legal liability insurance policy. The policy was for a ten year term which expired in 2014, and was replaced with a new policy that came into effect on December 31, 2014 and extends to December 31, 2024. The current policy provided by Chubb Custom Insurance Company is a claims-made policy with an aggregate limit of $50,000,000 and a deductible of $500,000, that insures against preexisting and new pollution incidents at various sites within the Fort Ord property. The policy has various exclusions, including liability arising from asbestos, lead based-paint, and ground water contamination. The City is a named insured under the policy with respect to certain of the property located in the City, with an aggregate policy limit of $1,000,000 and a $500,000 deductible, with the coverage reflecting the fact that the portions of the former Fort Ord Army Base in the City were not those where unexploded ordinance was likely to be discovered. The Developer also purchased a separate pollution liability policy in respect of its operations in the City, that also was a claims-made policy, but that policy has expired.

According to FORA and the City, no claims have ever been filed under the prior or current pollution liability policy obtain by FORA. The Developer reports that it never made any claim under the pollution liability policy obtained by it. If a claim is ever filed and honored under the current FORA policy (which includes coverage for the City described above), the proceeds are in no way pledged to the payment of the Bonds, and would be expected to be used to cover costs related to the insured event.

Development Program/Phasing. At entitled in 2005, the DDA contemplated development of the Dunes generally as anticipated as follows:

Phase	Residential	Commercial	Parks/Open Space
Phase 1	• 332 SFD Homes • 108 Unit Affordable Housing Rental Complex • 81 Townhome/condo/ live work units within mixed use Promenade	• 408,000 sf retail • 269,000 sf office/business park • 196 hotel rooms • 150,000 sf Village Center/Promenade commercial	• Village Square • Village Center linear Park • 9th Street Corridor/ Roundabout Multi-use trail • Residential Parks
Phase 2	• 360 units, SFD • 140 affordable SFD	• 2,000 sf retail • 294 hotel rooms	• Large City park • Small City park • Linear parks • 9th Street Multi-use trail • Residential parks
Phase 3	• 214 units, SFD	• 23,000 sf retail • 399,000 sf office/business park	• Small City park • Linear parks

The Dunes project is anticipated to be developed in multiple phases (See next page for a phasing map of the project).


1
RESIDENTIAL
HOTEL
FORA OFFICE PARTNERS
YOUNG NAK CHURCH
GOODWILL
VETERANS
NEIGHBORHOOD RETAIL
REGIONAL RETAIL
MEDICAL OFFICE
HOTEL
RESIDENTIAL
THEATER
MIXED USE
OFFICE
OFFICE
VA/DOD CLINIC
APTS
RESIDENTIAL
ELEM. SCHOOL
CITY PARK
RESIDENTIAL
CITY PARK
ARTS DISTRICT
RESIDENTIAL
RESIDENTIAL
CITY PARK
OFFICE
OFFICE
1
PHASE 1
PHASE 2
PHASE 3
OPPORTUNITY PHASE
THE DUNES
on Monterey Bay
PLAN ELEMENTS
MAY 07, 2018
DAHLIN
MARINA COMMUNITY PARTNERS, LLC

Conveyance of the property to the Developer is provided for in the DDA, and anticipates three primary conveyances with the opportunity for the Developer to acquire several smaller sites within each phase should market opportunities for development of the sites occur. The purchase price was originally $48 million for all three phases plus profit participation payments should the Developer achieve certain thresholds of return. The purchase price was adjusted to $43 million in accordance with amendments to the DDA made by the Second Implementation Agreement, which also included the Former Agency Obligation. In addition, this subsequent agreement required the Developer to lower its return threshold for sharing of land development profits, with the Developer sharing 50% of these profits above the threshold with the City/Successor Agency.

To date, the Developer has acquired the Phase 1 property from the City consisting of approximately 149 acres, at a land purchase price of $6 million. The Developer anticipates the purchase of Phase 2 property from the City in 2020.

Development/Construction Completed to Date. To date, significant portions of Phase 1 have been completed as described below.

Residential:

- 108 unit Low/Very Low Affordable Housing Apartment Complex
- 332 single family homes constructed by Shea Homes

Commercial:

- 368,000 sf regional retail center anchored by Target
- 40,000 sf retail Shops at the Dunes, neighborhood quick serve restaurant/service commercial
- 106 room Springhill Suites
- 5 screen Cinemark Theater
- 140,000 sf VA/DOD regional health clinic
- 63,000 Community Hospital of Monterey Peninsula (now Montage Health) medical and wellness center facility

Public Parks/open space

- 9th Street Multi-modal corridor and roundabout (west)
- Village Square
- Residential parks A, J, K

Public/Private Streets

- 39.88 acres of streets - 9th Street, General Stillwell Drive, 3rd Avenue, 8th Street, 10th Street, residential streets, commercial access ways

Future Development.

Near Term Improvements. The Dunes project is progressing with the key components for the buildout of the remainder of Phase 1. First, there is market analysis, financial modeling, and site and architectural planning underway for the Promenade. This is anticipated to be a mixed-use development, combining 83 or more townhome/condominium units, including live/work townhomes, and approximately 53,000 square feet of commercial space. It is

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. These improvements, and other improvements in future phases of the Dunes project, are subject in many cases to City Council discretionary land use approvals that may or may not be granted by the City Council. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021. Certain improvements in future phases are subject to City Council discretionary land use approvals that may or may not be granted by the City Council.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Dunes Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land

development company, titled Marina Community Partners, LLC. Each member of the Developer limited liability partnership has a 33 1/3% interest in the Developer. The Developer's primary responsibility is the promotion of the Dunes project. Shea Homes is the managing partner of the Developer, specifically, operating with offices located in the City, and through oversight of Shea Homes Northern California Division, in Livermore, California. The Developer was formed in 2005, and is a registered Delaware limited liability company.

The purpose of the Developer is to acquire the project property from the City to promote and develop the underlying property of the Dunes project master plan for sale to Developer members or other third-party developers for vertical construction and use. Investment in the Dunes project to date has come from internal funds from each of the three Developer parties. These sources have funded entitlements, backbone infrastructure, and vertical improvements for both residential and commercial uses. Other sources of funding have come from third party developers who have purchased commercial and multi-family residential pads and constructed the vertical retail, office, and residential improvements. Funding for improvements in future project phases are anticipated to come from similar sources.

Shea Homes Limited Partnership is an affiliated company to J.F. Shea Co. Inc.. Both companies are headquartered in Walnut, California, near Los Angeles, California, and are privately held. J.F. Shea Co. Inc. was established in 1881, focuses on heavy construction projects, and is credited with participation in construction of the Golden Gate Bridge, the Hoover Dam, and portions of the Bay Area Rapid Transit System (BART). Shea Homes has multiple divisions including both single family and active adult focused homebuilding operations in states including California, Arizona, Colorado, Texas and North Carolina. Other affiliated businesses include Shea Mortgage and Shea Properties.

Today, Shea Homes operates in many states throughout the U.S., including California, Colorado, Nevada, Arizona, Washington, Virginia, North Carolina, Florida, and Texas. Recently, Shea Homes celebrated its 100,000th closing. Shea Homes is the 13th largest home builder, as rated by closings in 2017. The Dunes project is managed locally, and out of the Livermore, California, office of Shea Homes, Northern California Division. Currently Shea Homes Northern California has 14 active residential and/or master planned communities under development throughout northern California.

Shea Properties is an affiliated entity of JF SheaCo. Inc., is headquartered in Aliso Viejo, California, and is a diversified real estate company responsible for the acquisition, design, development, construction, leasing, and management of business parks, shopping centers, apartment communities and mixed-use environments. Shea Properties currently owns and operates more than 8,100 apartment units and 4.9 million square feet of office, industrial and retail space in California, Colorado and Washington, Shea Properties participates in the Dunes project through its northern and southern California offices.

The Sea Haven Development

Overview. Sea Haven, formerly known as Marina Heights, is a 248 acre development located in the northern portion of the former Fort Ord Army Base within the City. Sea Haven is planned to provide a total of 1,050 residential housing units to be constructed in several phases. It is expected that the development will include 102 town homes dispersed throughout the site. 51 of the town homes will be affordable to below market rate households (households with incomes between 120% and 150% of median income) and 51 of the town homes will be affordable to moderate income households (households with incomes at or below 120% of median income). The development will also include 188 cottage homes ranging in size from 950 square feet to 1,700 square feet. 23 of the cottage homes will be affordable to below market rate

households and 85 of the cottage homes will be sold at a restricted price. Additionally, based on the current mapping for Sea Haven, upon completion of construction there will be 336 single family homes on 5,000 square foot lots and 339 single family homes on 6,000 square foot lots. The project also currently includes 85 single family estate homes on quarter to half acre sites. The total number of lots is not expected to change, but the mix of estate homes, and homes on 5,000 and 6,000 square foot lots may change upon final mapping for Sea Haven.

The next page contains a site plan for the Sea Haven Development, with the units for the first phase shown in color.

PRESERVE & RESIDENCES
SEA HAVEN
Monterey Bay
N
1 MILE TO COAST
OAK GROVE
OPEN SPACE
FUTURE CITY PARK
MARINA HEIGHTS DRIVE
IMJIN PARKWAY
CALIFORNIA AVENUE
PARK
LEGEND
LAYIA
Wathen Castanos Homes
LARKSPUR
Renasci Homes
VILLOSA
Wathen Castanos Homes
FUTURE HOMES
& DEVELOPMENT
FUTURE PARKS
& OPEN SPACES

History. Cypress Marina Heights, LLC ("Cypress Marina"), the original developer of the Sea Haven development, made an application to the City for the Marina Heights Specific Plan in October of 2002. The Former Agency, the City and Cypress Marina entered into an Option Agreement dated November 14, 2002 (the "Option Agreement"). The Option Agreement provided the developer with the option to acquire from the Former Agency the 248-acre site. The Environmental Impact Report for the development was certified by the City in 2003. The City Council approved General Plan amendments, a Specific Plan, a Tentative Map, Zoning Ordinance Text and Map amendments, and a Development Agreement for the Sea Haven development on March 3, 2004. The City and the Developer subsequently entered into a Final Development Agreement, dated March 20, 2004 (the "Development Agreement"). The Development Agreement requires that some of the homes to be constructed in Sea Haven be affordable to households with varying incomes, as described in the first paragraph under the heading "THE DUNES AND SEA HAVEN DEVELOPMENTS – The Sea Haven Development" above.

Between July of 2017 and April of 2018, Cypress Marina sold a total of 204 of the 1,050 lots in Sea Haven to Wathen Castanos Peterson Homes, Inc. ("Wathen") on a draw down basis. Subsequently, Cypress Marina and Wathen entered into two Partial Assignment and Assumption Agreements, each dated as of April 12, 2018 (collectively, the "Assignment Agreements"), pursuant to which Cypress Marina assigned various of its rights and obligations under the Option Agreement and under the Development Agreement to Wathen. Cypress Marina retained the obligation to complete infrastructure improvements related to 63 lots, as well as the obligation to complete various common area improvements, including pocket parks and walkways, in the first phase of the Sea Haven development. Cypress Marina also retained certain project oversight responsibilities and a profit participation obligation under the Option Agreement.

On April 13, 2018, and in furtherance of the Assignment Agreements, Cypress Marina sold its then interests in Sea Haven to Wathen, except for 63 lots (some of which had been sold to homeowners), and the other rights and obligations it retained under the Assignment Agreements.

Entitlements. The following permits and approvals have been granted by the City to Cypress Marina for the Sea Haven development:

General Plan Amendment approved by the City Council by Resolution 2004-24,

Specific Plan approved by the City Council by Resolution 2004-43,

Zone Map amendment approved by the City Council by Ordinance No. 2004-05,

Zone Text amendment approved by the City Council by Ordinance No. 2004-05,

Tentative Tract Map No. 1478 approved by the City Council by Resolution No. 2004-44,

Development Agreement approved by the City Council by Ordinance No. 2004-06,

Resolution No. 2006-56 of the City Council approving Phase 1 Final Map and a Subdivision Improvement Agreement,

Resolution No. 2006-225 of the City Council approving the Affordable Housing Program for the Marina Heights Subdivision,

Resolution No. 2006-228 of the City Council approving a Phase 2 Final Map and a Subdivision Improvement Agreement for the first 299 residential units,

Implementation Agreement Regarding that Certain Option Agreement, dated October 11, 2007, by and among the Former Agency, the City and Cypress Marina Heights L.P. relating to the Development Agreement for the Maria Heights Project,

Resolution No. 2016-23 of the City Council issuing a Notice of Compliance by Cypress Marina Heights L.P. relating to the Development Agreement,

Resolution No. 2016-24 of the City Council approving designating Wathen Castanos Homes as an Approved Builder under the Marina Heights Option Agreement,

Resolution No. 2016-84 of the City Council consenting to a Partial Assignment and Assumption Agreement for the Marina Heights Development Agreement from Cypress Marina to WC Marina L.L.C. and a Partial Assignment and Assumption Agreement for the Marina Heights Option Agreement from Cypress Marina to WC Marina LLC, and

Resolution No. 2017-1 of the City Council acting on behalf of the City and the Successor Agency approving designating Granville Homes and/or Valley Coastal Development, LLC as a Pre-Approved Homebuilder pursuant to the Marina Heights Option Agreement.

On June 19, 2018, the City Council conducted a first reading of an ordinance approving a First Amendment to Development Agreement by and between the City and Wathen, and the City Council, acting as the Governing Board of the Successor Agency, adopted a Resolution approving a third amendment to the Option Agreement.

It is expected that the City Council will, at a subsequent City Council meeting, conduct a second reading of, and adopt, the Ordinance approving the amendment to the Development Agreement.

The amendment to the Development Agreement extends the term of the Development Agreement to November 30, 2030, provides flexibility with respect to the production of the "Below Market Rate Homes" required to be constructed in Sea Haven, and allows for the City to both: (i) levy an impact fee (or establish a financing district to include property in Sea Haven) to replace fees charged by FORA upon FORA's dissolution (see "SUCCESSOR AGENCY OBLIGATIONS — Pass Through Obligations" in the Fiscal Consultant's Report in Appendix G), and (ii) increase existing fees and charges and institute additional fees and charges applicable to the undeveloped lots in Sea Haven beginning after November 29, 2018 (which was the original termination date of the Development Agreement). Wathen also is obligated by charges to the Development Agreement by reason of the amendment to design, construct and provide for maintenance of a park. The amendment to the Option Agreement eliminated the need for Successor Agency and City approval of entities that may develop lots in Sea Haven and certain constraints on the number of homes that could be developed in any particular year.

Development. Demolition of existing buildings on the project site began in August of 2005, and as of January 1, 2007, 164 of the 210 buildings had been demolished. The Former Agency transferred the development site to Cypress Marina in 2006. Grading and infrastructure improvements were completed in 2007. Demolition of all existing buildings was complete in Summer of 2016.

Development of Sea Haven was delayed as a result of a variety of factors, including litigation and the recession. After settlement of litigation that delayed the project for eighteen months, Cypress Marina began construction of the major roads and utilities for the project in 2006. However, as a result of economic conditions that beginning in 2007 weakened the

housing market and then the recession of 2008, development ceased in 2007. Since 2007 Cypress Marina has made efforts to proceed with the development of the project but was unable to attract homebuilders willing to commence construction of the homes until 2016.

The first development of homes in Sea Haven began by Wathen (the Layia and Villosa neighborhood) following its first purchase of lots from Cypress Marina in July of 2017, and by Renasci Homes, an entity engaged by Cypress Marina to build homes on the lots it retained ownership of upon sale of the other Sea Haven lots to Wathen (the Larkspur neighborhood). To date, the City has issued a total of 150 building permits for homes in Sea Haven, and has issued certificates of occupancy for 62 of those homes. The completed homes are currently priced from the mid $600,000s to the low $800,000s.

Of the 63 lots retained by Cypress Marina, Cypress Marina reports that the construction of homes is underway on the lots by Renasci Homes, with, as of June 21, 2018, 15 homes completed and sold to homebuyers, 5 additional homes (including 3 model homes) completed, 22 homes under construction and the remaining homes expected to be completed by the second quarter of 2019. Wathen reports that it sold 15 completed homes to homebuyers in 2017 and another 41 in 2018, and that it expects to close on an additional 36 homes by the end of 2018. Wathen is currently mapping all remaining phases of the Sea Haven development, with buildout currently projected to be within 7-10 years. Both Cypress Marina and Wathen finance their activities with a combination of bank loans and internally generated funds. No assurance can be given regarding the future development of lots and sales of homes in Sea Haven. See "RISK FACTORS—Risks to Real Estate Market," "– Development Risks" and "– Future Land Use Regulations and Growth Control Initiatives."

The Sea Haven Developer

Wathen Castanos Peterson Homes, Inc. (referred to in this Official Statement as "Wathen") is a third generation, green homebuilder that started operations in 1983 as Heritage Homes, Inc. In 1986 the company came under the ownership of three partners: Kevin Castanos, Richard Wathen and Robert Mazmanian. In 1994 the company adopted the name Wathen-Castanos. Under the name Wathen Castanos Hybrid Homes (adopted in 2009), the company focused on the importance of green homes as a core strategy and has built over 4,500 homes in Central California. The geographic areas focused on by Wathen are the greater Central Coast of California, including the Fresno, Clovis, Tulare, Hanford, Visalia and Lemoore metropolitan markets. Wathen has planned, developed and built out several communities, including an award-winning master planned community, Harlan Ranch, that was comprised of 400 acres and 1,800 units.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

Limited Source of Funds to Repay Bonds

The Bonds are payable from the Available LMIHF Funds, which are derived solely from increases in the property tax revenues arising from the Dunes development and the Sea Haven development. See "SECURITY FOR THE BONDS" and "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA." Reductions in the assessed value of the property in the Dunes development or the Sea Haven development would result in a reduction in the Available LMIHF Funds, and could result in a failure of the Successor Agency to make timely payment of the debt service due on the Bonds. See "RISK FACTORS—Reduction in Taxable Value." The Successor Agency expects to issue Parity Debt secured by the pledge of the Available LMIHF Funds under the Indenture as assessed values of the property in the Dunes and Sea Haven developments increases, as a consequence of further development of the Dunes and Sea Haven projects. See "FINANCING PLAN—The Housing Note" and "SECURITY FOR THE BONDS—Parity Debt."

Recognized Obligation Payment Schedule

The Dissolution Act provides that only those payments listed in a Recognized Obligation Payment Schedule may be made by a successor agency from the funds specified in the Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Dissolution Act, on or before each February 1 commencing February 1, 2016, the Successor Agency shall submit to the Oversight Board and the DOF, a Recognized Obligation Payment Schedule unless, at the option of the Successor Agency and subject to DOF approval and satisfaction of certain other conditions, a Last and Final Recognized Obligation Payment Schedule is filed by the Successor Agency and is approved by the DOF in which event no such periodic filing requirements apply. In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, for each annual period, the Dissolution Act requires each successor agency to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Consequently, in instances where a Last and Final Recognized Obligation Payment Schedule is not filed, Available LMIHF Funds will not be withdrawn from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller and remitted to the Successor Agency without a duly approved and effective Recognized Obligation Payment Schedule to pay debt service on the Bonds and to pay other enforceable obligations for each applicable annual period. In the event the Successor Agency were to fail to file a Recognized Obligation Payment Schedule as required, the availability of Available LMIHF Funds to the Successor Agency could be adversely affected for such period. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules." The Successor Agency has indicated that it has no current plans to file a Last and Final Recognized Obligation Payment Schedule. See last paragraph under "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules – Submission of Recognized Obligation Payment Schedule."

In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, if a successor agency does not submit a Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the DOF may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller is then required to distribute the portion of any of the sums withheld as described above to the affected taxing entities in accordance with applicable provisions of the Dissolution Act upon notice by the DOF that a portion of the

withheld balances are in excess of the amount of enforceable obligations. Although the Successor Agency currently has no plans to file a Last and Final Recognized Obligation Payment Schedule nothing in the Indenture prevents it from doing so in the future.

For a description of the covenant made by the Successor Agency in the Indenture relating to the obligation to submit Recognized Obligation Payment Schedules on a timely basis, see "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

AB 1484 also added provisions to the Dissolution Act implementing certain penalties in the event a successor agency does not timely submit a Recognized Obligation Payment Schedule as required. Specifically, an oversight board approved Recognized Obligation Payment Schedule must be submitted by the successor agency to the county auditor-controller and the DOF, no later than each February 1 for the subsequent annual period. If a successor agency does not submit a Recognized Obligation Payment Schedule by such deadlines, the city or county that established the redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, a successor agency's administrative cost allowance is reduced by 25% if the successor agency does not submit an oversight board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline, with respect to the Recognized Obligation Payment Schedule for the subsequent annual period.

Challenges to Dissolution Act

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., California Health and Safety Code sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, §10, cl.1; Cal. Const. art. 1, §9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora's constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora's takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment, however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging

the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency's ability to timely pay debt service on the Bonds.

Reduction in Taxable Value

Available LMIHF Funds allocated to the Redevelopment Property Tax Trust Fund and thereby available to pay principal of and interest on the Bonds are determined by the amount of incremental taxable value in the Dunes and Sea Haven developments and the current rate or rates at which property in the Dunes and Sea Haven developments is taxed. The reduction of taxable values of property in the Dunes development or the Sea Haven development caused by economic factors beyond the Successor Agency's control, such as sale of property to a non-profit corporation or governmental entity exempt from property taxation, or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Available LMIHF Funds available to pay debt service on the Bonds. Such reduction of Available LMIHF Funds to pay debt service on the Bonds could have an adverse effect on the Successor Agency's ability to make timely payments of principal of and interest on the Bonds; this risk could be increased by the significant concentration of property ownership in the Redevelopment Project. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Largest Taxpayers."

As described in greater detail under the heading "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution," Article XIIIA provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a two percent increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the Bonds with respect to properties in the Dunes or Sea Haven developments could reduce the Available LMIHF Funds available to pay debt service on the Bonds.

In addition to the other limitations on, and required application under the Dissolution Act of Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and thereby the Available LMIHF Funds. Although the federal and State Constitutions include clauses generally prohibiting the Legislature's impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Tax Revenues and adversely affect the source of repayment and security of the Bonds.

Limitations on Remedies

The enforceability of the rights and remedies of the owners of the Bonds and the obligations of the Successor Agency may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; equitable principles which may limit the specific enforcement under state law of certain remedies: the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of

the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Bond Owners.

Risks to Real Estate Market

The Successor Agency's ability to make payments on the Bonds will be dependent upon the economic strength of the property in the Dunes and the Sea Haven developments. The general economy of the property in the Dunes and the Sea Haven developments will be subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development within the Dunes and Sea Haven developments could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development. In addition, if there is a significant decline in the general economy of the City, the owners of property within the Dunes and Sea Haven developments may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Tax Revenues by the Successor Agency, and thereby the Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage" for a description of the projected debt service coverage on the Bonds.

Concentration of Property Ownership

Based on fiscal year 2017-18 assessed taxable valuations, the Developer and related entities represent 23.1%, and the top ten taxable property owners in the Dunes and Sea Haven developments represent 69.3% of the total fiscal year 2017-18 assessed value. A default by any such taxpayer in the payment of its property taxes could materially and adversely affect the ability of the Successor Agency to pay debt service on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Largest Taxpayers."

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. See "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution." The Successor Agency is unable to predict if any further adjustments to the full cash value base of real property within the Redevelopment Projects, whether an increase or a reduction, will be realized in the future.

Development Risks

The general economy of a redevelopment project will be subject to all the risks generally associated with real estate development. Projected development may be subject to unexpected delays, disruptions and changes. Real estate development operations may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development operations within a redevelopment project could be adversely affected by future governmental policies, including governmental policies to restrict or control development. If projected development in a redevelopment project is delayed or halted, the economy of the redevelopment project could be affected. If such events lead to a decline in assessed values they could cause a reduction in incremental property tax revenues.

A decline in development activity in the Dunes development or the Sea Haven development may not, in themselves, adversely impact the Successor Agency's ability to pay debt service on the Bonds in light of the debt service coverage provided by fiscal year 2017-18 Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Future Land Use Regulations and Growth Control Initiatives

In the past, citizens of a number of local communities in California have placed measures on the ballot designed to limit the issuance of building permits or impose other restrictions to control the rate of future growth in those areas. It is possible that future initiatives could be enacted that could be applicable to the City and have a negative impact on the ability of developers in the Redevelopment Project to complete any existing or proposed development. Bond Owners should assume that any event that significantly affects the ability to develop land in the City could cause the land values within the Redevelopment Project to decrease substantially and could affect the willingness and ability of the owners of land within the Redevelopment Project to pay property taxes when due.

There can be no assurance that land development within the Dunes and Sea Haven developments will not be adversely affected by future governmental policies, including, but not limited to, government policies to restrict or control development. Under current State law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on the permits prior to the adoption of such regulations.

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the Dunes or Sea Haven developments and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Available LMIHF Funds. The Successor Agency has in the past experienced reductions in its tax increment revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a discussion of historical assessment appeals in the Dunes or Sea Haven developments and summary information regarding pending and resolved assessment appeals for the Successor Agency, see "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED

PROJECT AREAS—Assessment Appeals" and Section 5 of the Fiscal Consultant's Report in APPENDIX G.

The Developer and related parties, and one other of the top ten largest property taxpayers in the Dunes development, have pending property tax appeals. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals" for a description of pending appeals and the potential impact on Available LMIHF Funds if the appeals are granted.

Levy and Collection of Taxes

The Successor Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Available LMIHF Funds used to pay debt service on the Bonds.

Delinquencies in the payment of property taxes by the owners of land in the Dunes development or the Sea Haven development, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Successor Agency's ability to make timely payments on the Bonds.

Bankruptcy and Foreclosure

The payment of the property taxes from which the Available LMIHF Funds are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Although such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, the Successor Agency believes any such adverse impact is unlikely in light of the debt service coverage provided by fiscal year 2017-18 Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage" for a description of the debt service coverage on the Bonds.

Estimated Revenues

In estimating that Available LMIHF Funds will be sufficient to pay debt service on the Bonds, the Fiscal Consultant has made certain assumptions with regard to present and future assessed valuation in the Dunes and Sea Haven developments, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Available LMIHF Funds available to pay debt service on the Bonds will be less than those projected and such reduced revenues may be insufficient to provide for the payment of principal of and interest on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Seismic Factors and Flooding

The occurrence of severe seismic activity and/or flooding in the Dunes development or the Sea Haven development could result in substantial damage to property located in the Dunes development or the Sea Haven development, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction could result in a decrease in Available LMIHF Funds.

The San Andreas Fault runs through the southeastern portion of the County for approximately 30 miles and poses the single greatest seismic risk to the City. Two other active faults include the Palo Colorado-San Gregorio Fault zone and the Monterey Bay Fault zone, which lies seaward of the City extending northwesterly to the Pacific Ocean. The western boundary of the City is located on the Pacific Ocean and the City is at risk of tsunami inundation along the shoreline and in the Salinas River flood plain to the north of the City; however, neither the Dunes development nor the Sea Haven development is located in any Federal Emergency Management Agency flood zone.

See also "RISK FACTORS—Concentration of Property Ownership."

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels in the Dunes development or the Sea Haven development would be the discovery of a hazardous substance that would limit the beneficial use of the property. In general, the owners and operators of an assessed parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as CERCLA or the Superfund Act, is the most well known and widely applicable of these laws but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition on the property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the assessed parcels be affected by a hazardous substance would be to reduce the marketability and value of the parcel by the costs of remedying the condition, since the purchaser, upon becoming owner, will become obligated, along with the seller, to remedy the condition.

The Dunes development and the Sea Haven development are being constructed on portions of the former Fort Ord Army base. See "THE DEVELOPMENTS—The Dunes Development – Environmental Conditions" for extensive disclosures regarding certain environmental factors related to the Dunes property, and related investigations and remedial efforts.

Covid-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the State of California and local governmental agencies within the State, as well as the entire United States. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United

States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

The COVID-19 Pandemic has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools. The United States is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

On March 4, 2020, the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19. Under the California Emergency Services Act, during a state of emergency, the Governor has authority over all agencies of the state government and can exercise the State's police powers. His powers also include the power to promulgate, issue, and enforce orders and regulations as he deems necessary.

Since declaring the emergency, the Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include his March 19, 2020 Executive Order N-33-20, which orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of certain critical infrastructure sectors, as described in that order and later designations. On _____, 2020, the County declared a local public health emergency and issued a series of orders, which generally align, among other matters, with the Governor's order. These actions are focused on "social distancing," or limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and impacts enterprise operations and the economy. The shelter in place orders from the State and the County are ongoing and are expected to continue to be enforced until the threat to public health from the COVID-19 pandemic can be adequately managed.

The Governor issued Executive Orders N-29-20 and N-35-20 relaxing state and local agency open meeting laws to accommodate social distancing. The Successor Agency has held recent meetings of its Board of Directors remotely, unhindered by the COVID-19 Pandemic. The Successor Agency's employees, constituting City employees, and its consultants, have continued to work remotely, leveraging available technology to continue operations. The City does not expect its business operations related to the Successor Agency to be materially curtailed; however, the Successor Agency offers no assurances that Board member or employee absences due to COVID-19 illnesses will not materially and adversely impact its operations.

At present all construction activities in the City, other than with respect to projects 100% of the units in which are to be rented to low income persons and families, have been suspended by order of the County's Public Health Officer. The foregoing includes the suspension of construction activity within The Dunes development. No prediction can be made as to when the suspension of construction activities will be lifted.

Future property taxes, and therefore Available LMIHF Funds to the Successor Agency could be impacted. The initial impact could occur because upcoming property tax installments could be deferred, or some taxpayers may be unable to make their property tax payments. Through _____, 2020, the County reports it has received _____ percent of the 2019-20 property tax levy, which results in a delinquency rate of approximately _____ percent. The value of property on the 2020-21 and future tax rolls could be reduced, which will not be known until the tax roll is released sometime in late July of 2020. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes and therefore Available LMIHF Funds.

Changes in the Law

There can be no assurance that the California electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of the Available LMIHF Funds to pay debt service on the Bonds.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Successor Agency in violation of its covenants in the Indenture.

In addition, current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals.

Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Finally, the Successor Agency does not intend to make an application for the assignment of a rating for the Bonds, which may further limit a secondary market for the Bonds. See "NO RATING."

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Successor Agency has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Successor Agency's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Successor Agency with respect to certain material facts within the Successor Agency's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Bonds is the price at which a substantial amount of the Bonds is first sold to the public. The Issue Price of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bonds. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. For example, legislation has been introduced in the current session of Congress which would, among other things and if enacted, change the income tax rates for individuals and corporations and repeal the federal alternative minimum tax. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors

regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Successor Agency as a taxpayer and the Bond owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the opinion that Bond Counsel expects to deliver upon the issuance of the Bonds is set forth in APPENDIX B—FORM OF OPINION OF BOND COUNSEL.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being the principal amount of the Bonds of $_____, less an Underwriter's discount of $_____, and plus an original issue premium of $_____). The Underwriter will purchase all of the Bonds if any are purchased.

The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

KNN Public Finance, LLC, Oakland, California, has served as municipal advisor (the "Municipal Advisor") to the Successor Agency in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness

of the information contained in the Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINIONS

The proposed form of Bond Counsel's approving opinion with respect to the Bonds is attached hereto in APPENDIX B—FORM OF OPINION OF BOND COUNSEL. In addition to those matters opined on by Bond Counsel, certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP, in its capacity as Disclosure Counsel to the Successor Agency for the Bonds and by Goldfarb & Lipman LLP, Oakland, California, in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, in its capacity as Underwriter's Counsel.

LITIGATION

There is no action, suit or proceeding known to the Successor Agency to be pending and notice of which has been served upon and received by the Successor Agency, or threatened, restraining or enjoining the execution or delivery of the Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Successor Agency taken with respect to any of the foregoing. See, however, "RISK FACTORS—Challenges to Dissolution Act."

NO RATING

The Successor Agency has not made, and does not intend to make, any application for the assignment of a rating to the Bonds.

CONTINUING DISCLOSURE

The Successor Agency has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Successor Agency (the "Annual Report") by not later than April 1 after the end of the Successor Agency's fiscal year (the current end of the Successor Agency's fiscal year is on June 30), commencing with the report for the 2019-20 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by the Successor Agency with the Municipal Securities Rulemaking Board (the "MSRB"). The notices of enumerated events will be filed by the Successor Agency with the MSRB. The specific nature of the information to be made available and to be contained in the notices of material events is summarized below under the caption APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The Successor Agency has complied in all material respects with respect to prior continuing disclosure obligations under the Rule in connection with the 2018A Bonds and the 2018B Bonds. However, within the past five years the City failed to make filings for certain CUSIP numbers related to general obligation bonds that it issued in 2005. The City has since made filings to remedy those failures. In order to promote compliance by the City and the Successor Agency with continuing disclosure obligations, the City has adopted disclosure

policies, and the Successor Agency has retained Applied Best Practices, LLC to serve as the dissemination agent under the Continuing Disclosure Certificate for the Bonds. See APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

AUDITED FINANCIAL STATEMENTS

The City's annual financial statements for its fiscal year ended June 30, 2019 (the "City Financial Statements") are attached as APPENDIX E—ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City Financial Statements include financial information of the Successor Agency for the fiscal year ended June 30, 2019. The financial statements were audited by Mann, Urrutia, Nelson CPAs & Associates, LLP (the "Auditor"). The Auditor has not been asked to consent to the inclusion of the City Financial Statements in this Official Statement and has not reviewed this Official Statement.

As described in "SECURITY FOR THE BONDS—Limited Obligation," the Bonds are payable from and secured by a pledge of Available LMIHF Funds and the Bonds are not a debt of the City. APPENDIX E is included in this Official Statement only because it includes the Successor Agency's audited financial information.

MISCELLANEOUS

All of the preceding summaries of the Indenture, the Redevelopment Law, the Dissolution Act, other applicable legislation, agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Successor Agency for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the City Manager of the City of Marina, California, on behalf of the Successor Agency, has been duly authorized by the Successor Agency.

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

By _____
City Manager
City of Marina, California

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

[to come]

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

June __, 2020

Successor Agency to the
Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California 93933

OPINION: $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Marina Redevelopment Agency, as successor to the former Marina Redevelopment Agency (the "Successor Agency"), of its $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "2020B Bonds"), pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), Resolution No. 2020-01 (SA-MRA) adopted by the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, by and between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture").

In connection with this opinion, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public body, corporate and politic, with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the 2020B Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable upon the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the 2020B Bonds, on a parity with the pledge thereof for the security of any Parity Debt that may be issued pursuant to and as such capitalized term is defined in the Indenture.

4. The 2020B Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Successor Agency's compliance with certain covenants, interest on the 2020B Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest on the 2020B Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2020B Bonds.

6. The interest on the 2020B Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2020B Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the 2020B Bonds.

The rights of the owners of the 2020B Bonds and the enforceability of the 2020B Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Successor Agency and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix C concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Successor Agency takes no responsibility for the completeness or accuracy thereof. The Successor Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on such website is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect

Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Successor Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Successor Agency believes to be reliable, but the Successor Agency takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY (the "Successor Agency") in connection with the issuance of $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Successor Agency covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean Applied Best Practices, LLC, or any successor Dissemination Agent designated in writing by the Successor Agency and which has filed with the Successor Agency a written acceptance of such designation. In the absence of such a designation, the Successor Agency shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the Official Statement with respect to the Bonds, dated June __, 2020.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Successor Agency for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The Successor Agency shall, or shall cause the Dissemination Agent to, not later than the April 1 occurring after the end of each fiscal year of the Successor Agency (which currently ends on June 30), commencing with the report for the 2019-20 Fiscal Year, which is due not later than April 1, 2021, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Successor Agency may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the Successor Agency's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the Successor Agency shall provide the Annual Report to the Dissemination Agent (if other than the Successor Agency). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the Successor Agency. If the Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file event shall have occurred and the Successor Agency irrevocably directs the Dissemination Agent in a timely manner to send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) *Report of Non-Compliance*. If the Successor Agency is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the Successor Agency shall send, in a timely manner, a notice to EMMA substantially in the form attached hereto as Exhibit A. If the Successor Agency is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send, in a timely manner, a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the Successor Agency, file a report with the Successor Agency certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the City of Marina, California for the preceding fiscal year (which include financial information for the Successor Agency), prepared in accordance with generally accepted accounting principles. If the Successor Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited financial statements of the Successor Agency, the Annual Report for each fiscal year shall also include financial and operating data with respect to the Successor Agency for the most recent full fiscal year (except as provided in (4) below), as follows:

(1) Cumulative tax increment revenues allocated to the Former Agency and the Successor Agency, and outstanding bonded indebtedness, each as applicable under the fiscal merger of the Marina Municipal Airport Redevelopment Plan, the Marina Redevelopment Plan and the Redevelopment Project No. 3 Redevelopment Plan (plan limitations of $4,000,000,000 and $655,000,000, respectively).

(2) Ten Largest Property Taxpayers (substantially in the form of Table 4 in the Official Statement).

(3) Historical Available LMIHF Funds (substantially in the form of Table 5 in the Official Statement).

(4) Projection of Available LIMHF Funds for Debt Service and Debt Service Coverage for the Bonds (and any outstanding Parity Debt) in a format similar to Table 8 in the Official Statement for the current fiscal year, but with no requirement to project future years' values and coverage.

(5) The issuance of any Parity Debt related to the Bonds, including a description of the date of issuance, the principal amount issued and the use of proceeds thereof.

(6) The amount of the Reserve Requirement for the Bonds as of the end of such fiscal year and the amount on deposit as of such date in the Series 2020B Reserve Account of the Series B Debt Service Fund.

(7) The amount of the Reserve Requirement for the 2018B Bonds and any reserve requirement for any outstanding Parity Debt as of the end of such fiscal year and the amount on deposit as of such date in the Reserve Account for the 2018B Bonds and in any reserve account for such Parity Debt, respectively.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Successor Agency or related public entities, which are available to the public on EMMA. The Successor Agency shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the Successor Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Indenture.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The Successor Agency has initially appointed Applied Best Practices, LLC as the Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Successor Agency, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Successor Agency pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bond owner, with respect to any such reports, notices or

disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the Successor Agency.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the Successor Agency for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Successor Agency from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Successor Agency, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the Successor Agency or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the Successor Agency. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Successor Agency may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Successor Agency that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the Successor Agency shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Successor Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Successor Agency shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Successor Agency to comply with any provision of this Disclosure Certificate, any Certificate owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with their obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the Successor Agency to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Successor Agency, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: June __, 2020

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

By: _____
Layne Long,
City Manager
of the City of Marina

ACKNOWLEDGED and AGREED:

APPLIED BEST PRACTICES, LLC, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Successor Agency to the Marina Redevelopment Agency

Names of Issue: Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B

Date of Issuance: June __, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated the Date of Issuance, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

APPLIED BEST PRACTICES, LLC, as Dissemination Agent

By _____
Authorized Officer

APPENDIX E

ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019

The Auditor was not requested to consent to the inclusion of its report in this Appendix E and it has not undertaken to update financial statements included in this Appendix E. No opinion is expressed by the Auditor with respect to any event subsequent to its report.

APPENDIX F

GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY

The following information is provided for background purposes only. The City of Marina and the County of Monterey have no liability or responsibility whatsoever with respect to the Bonds or the Indenture.

Introduction

The City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, 8 miles west of the City of Salinas, and 8 miles north of the City of Monterey. The City is also connected to Monterey, California by California State Route 1, which also connects it with Santa Cruz, California, after driving for about 35 miles. The City lies is at an elevation of 43 feet. The City was incorporated in 1975 and is the newest city on the Monterey Peninsula. The City includes part of the California State University, Monterey Bay campus, the UC MBEST branch research center of University of California Santa Cruz, and the Veterans Transition Center (VTC). According to the United States Census Bureau, the City has a total area of 9.8 square miles, of which 8.9 square miles is land and 0.9 square miles is water.

The City's history is intertwined with that of Fort Ord. Fort Ord lands were used as an infantry training center since the Mexican–American War. Major growth took place in 1938 with the first joint Army and Navy maneuvers held in 1940. Fort Ord was selected in 1991 for decommissioning and the post formally closed after troop reassignment in 1994. In July 1994 the first academic year of California State University, Monterey Bay opened, and barracks were soon transformed into dorms. As a result of base closure, some of the last undeveloped natural wildlands on the Monterey Peninsula are now overseen by the Bureau of Land Management, including 86 miles of trails for the public to explore on foot, bike or horseback. In 2012, President Barack Obama designated 14,000 acres of the closed base as a National Monument managed by the BLM.

The County. Monterey County, described as the "greatest meeting of land and sea" celebrated its quadricentennial in 2002. In 1602, Spanish merchant Sebastian Vizcaino became the first European on the Monterey Peninsula. He christened Monterey after the viceroy of New Spain, Count de Monte Rey. Eventually, the City of Monterey served as California's first capital, where the State constitution was signed in 1849. The County is one of the 27 original California counties, incorporating in 1850.

With an area of about 3,300 square miles, the County borders the Pacific Ocean almost at the midpoint of California with 99 miles of coastline. The County is located about 100 miles south of San Francisco and 240 miles north of Los Angeles. It is bordered by Santa Cruz County to the north, San Benito (originally part of Monterey County), Fresno and Kings Counties to the east and San Luis Obispo County to the south.

There are two distinct sub-regions in the County. One is the Monterey Peninsula, world famous for beautiful ocean views, opulent homes, the 17-mile drive, seafood and golf courses. The other, the Salinas Valley, is equally renowned as an area full of fertile farmland, running almost the entire length of the County and is one of the world's major vegetable producing areas.

The Department of Defense has a number of installations located in the County: Fort Hunter-Liggett, Camp Roberts, the Naval Postgraduate School, the Defense Language Institute and some support facilities for the Naval Postgraduate School and the Defense Language Institute and certain other functions at what used to be Fort Ord. The Monterey Peninsula, famed for its scenic beauty, is a year-round tourist attraction. Pebble Beach, Cypress Point, Spyglass Hill, Poppy Hills and The Links at Spanish Bay are well known Monterey Peninsula golf courses. The Monterey Bay Aquarium and the City of Carmel-By-The-Sea also are attractions that draw tourists to the Monterey Peninsula.

The County also benefits from two wilderness areas set aside for recreational enjoyment, consisting of 468,538 total acres. The Los Padres National Forest has 304,035 acres and the Ventana Wilderness totals 164,503 acres.

Population

The table below summarizes population of the City of Marina, Monterey County, and California for the last five years.

CITY OF MARINA, MONTEREY COUNTY, and STATE OF CALIFORNIA
Population

Year	City of Marina	Monterey County	State of California
2015	21,179	432,964	38,952,462
2016	21,669	438,159	39,214,803
2017	22,263	441,898	39,504,609
2018	22,548	442,940	39,740,508
2019	22,957	445,414	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2010-19, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for the County, the State of California and the United States:

MONTEREY COUNTY, CALIFORNIA, and UNITED STATES
Civilian Labor Force, Employment, and Unemployment
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2015	Monterey County	221,400	203,500	17,900	8.1%
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Monterey County	220,400	203,800	16,700	7.6
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Monterey County	220,200	204,400	15,800	7.2
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018	Monterey County	224,100	210,000	14,000	6.3
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019[2]	Monterey County	222,500	208,700	13,800	6.2
	California	19,411,600	18,627,400	784,200	4.0
	United States	163,539,000	157,538,000	6,001,000	3.7

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-19, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Industries in the County

The table below sets forth a list of major employers in Monterey County in 2020.

MONTEREY COUNTY
2020 Major Employers

Employer Name	Location	Industry
Al Pak Labor	Soledad	Fruits & Vegetables-Wholesale
Azcona Harvesting	Greenfield	Harvesting-Contract
Bud of California	Soledad	Fruits & Vegetables-Growers & Shippers
Carol Hatton Breast Care Ctr	Monterey	Clinics
Casa Palmero At Pebble Beach	Pebble Beach	Hotels & Motels
County-Monterey Behavioral	King City	Health Services
Hilltown Packing Co	Salinas	Harvesting-Contract
Mann Packing Co	Salinas	Fruits & Vegetables-Growers & Shippers
Middlebury Institute-Intl	Monterey	University-College Dept/Facility/Office
Misionero Vegetables	Gonzales	Fruits & Vegetables-Growers & Shippers
Monterey County Social Svc Dpt	Salinas	Government Offices-County
Monterey Peninsula College	Monterey	Junior-Community College-Tech Institutes
Natividad Medical Ctr	Salinas	Hospitals
Ord Community Commissary	Seaside	Military Bases
Pebble Beach Co	Pebble Beach	Resorts
Premier Raspberry LLC	Royal Oaks	Grocers-Wholesale
Premium Harvesting & Packing	Salinas	Employment Agencies & Opportunities
Presidio of Monterey	Monterey	Military Bases
Quality Farm Labor	Gonzales	Labor Contractors
R C Packing	Gonzales	Packing & Crating Service
Salinas Valley Meml Healthcare	Salinas	Health Care Management
US Defense Manpower Data Ctr	Seaside	Government Offices-Us
Valley Harvesting	Greenfield	Crop Harvesting

Source: America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Construction Activity

The following table reflects the five-year history of building permit valuation for Marina and Monterey County:

CITY OF MARINA
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 761	$ 17,492	$ 17,793	$ 25,210	$ 60,820
New Multi-family	894	4,500	-	8,360	-
Res. Alterations/Additions	507	2,253	841	1,411	15,105
Total Residential	2,162	24,245	18,635	34,982	75,925
Total Nonresidential	45,129	52,155	26,940	3,896	3,237
Total All Building	47,292	76,401	45,575	38,879	79,163
New Dwelling Units:					
Single Family	3	74	70	94	206
Multiple Family	8	12	-	47	-
Total	11	86	70	141	206

MONTEREY COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 97,600	$ 116,703	$ 152,257	$ 165,341	$ 199,194
New Multi-family	8,635	38,947	22,331	33,318	51,460
Res. Alterations/Additions	59,820	63,610	67,799	73,317	88,972
Total Residential	166,057	219,262	242,389	271,977	339,627
Total Nonresidential	154,340	223,141	197,865	171,630	151,103
Total All Building	320,398	442,403	440,254	443,608	490,731
New Dwelling Units:					
Single Family	236	374	486	523	611
Multiple Family	85	258	118	178	212
Total	321	632	604	701	823

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Columns may not sum to totals due to independent rounding.
(1) Latest available full year data.

Median Household Income

The following table summarizes the total effective buying income and the median household effective buying income for Marina, the County, the State of California and the nation for the five most recent years.

CITY OF MARINA, CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA and UNITED STATES
Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Marina	$ 413,715	$ 45,436
	Monterey County	8,776,830	50,389
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Marina	445,280	47,814
	Monterey County	9,535,558	52,802
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Marina	476,851	50,129
	Monterey County	10,045,200	56,609
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Marina	502,179	55,938
	Monterey County	10,807,771	60,275
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2019	City of Marina	526,229	61,719
	Monterey County	11,180,302	65,078
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: Nielsen Claritas, Inc.

APPENDIX G

FISCAL CONSULTANT'S REPORT

May 1, 2020 Item No. **10a**

Honorable Board Members
of the Successor Agency of the Marina Redevelopment Agency

Successor Agency Meeting of
May 5, 2020

THE CITY COUNCIL OF THE CITY OF MARINA, ACTING AS THE SUCCESSOR AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY, CONSIDER ADOPTING RESOLUTION NO. 2020- (SA-MRA), APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENTS IN CONNECTION WITH THE OFFERING AND SALE OF TWO SERIES OF TAX ALLOCATION BONDS BY THE SUCCESSOR AGENCY TO MAKE PAYMENTS ON AN ENFORCEABLE OBLIGATION, AND APPROVING RELATED DOCUMENTS AND ACTIONS

REQUEST:
It is requested that the City Council, acting as the Successor Agency of the Former Marina Redevelopment Agency,

1. Adopt a resolution 2020-__, taking the final actions required to issue tax increment bonds for the Dunes on Monterey Bay project, including approving the form and authorizing distribution of two preliminary official statements in connection with the offering and sale of two series of tax allocation bonds by the Successor Agency to make payments on an enforceable obligation, and approving related documents and actions.

BACKGROUND:
Prior to its dissolution, the Marina Redevelopment Agency (the "Former Agency") entered into a number of agreements with Marina Community Partners, LLC, (the “Developer”) in connection with The Dunes on Monterey Bay project. These Agreements included a Disposition and Development Agreement dated as of May 31, 2005, an Implementation Agreement dated as of September 9, 2006 and a Second Implementation Agreement dated as of August 5, 2008 (collectively, the "DDA"), and a Tax Increment Financing Plan and Agreement dated August 5, 2008 (the "Financing Plan"). In addition, the Former Agency issued two promissory notes each dated August 5, 2008 for the benefit of the Developer. Collectively, the DDA, the Financing Plan and the Promissory Notes are referred to herein as the "Former Agency Obligation". The Former Agency Obligation, which has been placed on the Successor Agency’s Recognized Obligation Payment Schedules ("ROPS”) and approved by the Oversight Board and the State Department of Finance, committed the Former Agency to make certain payments to the Developer from tax increment generated by the Dunes project (in connection with one of the Promissory Notes), and generated by the Dunes and the Sea Haven projects (in connection with the other Promissory Note) and, at the Developer’s request, to issue tax increment bonds secured by these payments and use the proceeds of the bonds to make lump sum payments on the Promissory Notes. The Developer has requested that the Successor Agency proceed with bond issuances to make such payments.

Health and Safety Code Section 34177.5(a)(4) adopted after the dissolution of redevelopment agencies authorizes a successor agency to a redevelopment agency to issue bonds under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment and the enforceable obligations also include the obligation to issue bonds secured by that pledge. The Former Agency Obligation includes such an irrevocable pledge and obligation to issue bonds.

The first issuance of bonds occurred in July 2018, with the sale of $13,490,000 of bonds in two series, $6,905,000 in Series A tax-exempt bonds and $6,585,000 in Series B taxable housing bonds. The bonds now proposed to be issued will be secured on parity with the first issuance of bonds under an Indenture of Trust.

The Successor Agency approved the issuance of up to $18,000,000 of additional bonds (the "Bonds") in two series to make payments on the Promissory Notes pursuant to Resolution No. 2020-01(SA-MRA) adopted at the City Council meeting on February 19, 2020. The Oversight Board approved the issuance of the Bonds by the Successor Agency pursuant to Resolution No. 2020-10 adopted at its meeting of February 27, 2020.

As required by State law, the California Department of Financed issued a letter approving the portion of the Oversight Board Resolution that approved the issuance of the Bonds dated April 15, 2020. Adoption of the resolution transmitted with this report is the final action required by the Successor Agency for approval of the Bond financing.

ANALYSIS:

The Former Agency entered into the DDA with the Developer to undertake a mixed-use development on the former Fort Ord Army base located in the City, which was subsequently amended by the First and Second Implementation Agreements. The Second Implementation Agreement committed the Former Agency to pay to the Developer certain tax increment revenues generated by the Dunes project as well as the low and moderate-income housing fund tax increment generated by the Sea Haven project (formerly Marina Heights). As part of the Second Implementation Agreement, the Former Agency and the Developer entered into the Financing Plan that specified the terms of the tax increment payments to the Developer. The Financing Plan provides that the Developer may request that the Former Agency issue bonds secured by the tax increment to be otherwise paid to the Developer and that the Former Agency will act reasonably and in good faith to issue such bonds. The Successor Agency has succeeded to the Former Agency's obligations under the DDA and the Financing Plan. The Developer has requested that the Successor Agency issue bonds in accordance with the requirements of the Financing Plan.

City staff has assembled a financing team to assist the Successor Agency in meeting its Bond issuance obligations under the Financing Plan, preparing the various documents required for the prior approvals and preparing the additional documentation required for the transaction, which are now submitted to the City Council, as the governing board of the Successor Agency, for its approval. These documents are:

- The Official Statements for the Bond issue, one for each series of the Bonds, which are the offering documents distributed to potential investors before Bond pricing as Preliminary Official Statements, and which will be updated as final Official Statements once the Bonds are sold to the underwriter.

- The Bond Purchase Contracts, one for each series of the Bonds, which will set forth the interest rates on each series of the Bonds and provide for Stifel, Nicolaus & Company, Incorporated's purchase of the Bonds as underwriter under their terms and conditions.

- The Continuing Disclosure Certificates, which set forth certain continuing reporting requirements for each series of the Bonds that the Successor Agency must comply with under federal securities law.

The Bonds are proposed to be issued in two series to reflect the two separate tax increment revenue pledges required by the Former Agency Obligation. The Financing Plan pledged Available Non-Housing Tax Increment which consists, in general, of 80% of the property tax incremental increase generated by the Dunes project, minus the County administrative fees, the statutory pass throughs required by the Health and Safety Code not subordinated to the payment of the Bonds, and 10% of the remaining amount retained by the Successor Agency for administrative costs. The Available Non-Housing Tax Increment will be pledged to the Series A Bonds. The Financing Plan also pledged Available LMIHF Funds which consists of the tax increment funds that prior to dissolution were required to be deposited in the Low and Moderate-Income Housing Fund of the Former Agency from both the Dunes project and the Sea Haven project, minus 10% of that amount retained by the Successor Agency for administrative costs

Attached to this report as **EXHIBIT A** is a projection of the potential Bond proceeds expected from the Bond issuance, based on a number of assumptions. The current projections are that the Bonds would raise approximately $8.85 million which, after setting aside a debt service reserve and accounting for costs of issuance, would generate about $7.65 million for payments to the Developer on the Promissory Notes of which $2.71 million will be allocated for non-housing (Series A) and $4.94 million will be allocated for affordable housing (Series B). Each series of the Bonds will have a term of 20 years as required by the Tax Increment Financing Plan and Agreement.

The Bond proceeds will be used to repay the Developer for certain infrastructure costs incurred in the development of the Dunes project as well as costs associated with the development of low and moderate-income housing as part of the Dunes project. The Developer has submitted invoices to the Former Agency and the Successor Agency documenting costs incurred in the amount of $98,717,455 million for infrastructure costs and $15,638,870 for costs related to affordable housing.

The Developer has indicated an intent to move forward with the second phase of development at the Dunes adding 140 new units of affordable housing, 360 new units of market rate housing and removing the blighted army barracks buildings that currently occupy the phase 2 property. Blight removal work for phase 2 is currently underway. Due to limits in the Financing Plan on affordable housing reimbursements by phase, the Developer must complete the purchase of the phase 2 property to become eligible for reimbursement from an approximately $3.1 million portion of the Bond proceeds. This reimbursement is assumed in the Bond sizing. If Bonds are issued prior to Developer purchase of the phase 2 property, the bond issue will be down-sized to reduce the affordable housing (Series B) reimbursement by $3.1 million.

The DDA includes at Section 7.6 language that limits the Developer's right to appeal property tax assessments during the initial five years after issuance of a certificate of completion. Bond Counsel, Quint & Thimmig LLP, has advised that the DDA language, unless waived by the Successor Agency, would require that interest on the Bonds be taxable resulting in a higher interest rate on the Bonds. The attached resolution includes a waiver of the language at Section 7.6 which is necessary to make the interest on the Bonds tax-exempt.

FISCAL IMPACT:

The funds pledged to the payment of the Bonds are the funds that are currently being paid to the Developer pursuant to the DDA and the ROPS. To the extent that the debt service on the Bonds in any year is less than the tax increment pledged to the Developer pursuant to the Financing Plan, the Developer will be entitled to payment of the difference until expiration of the pledge period of 2027 for the LMIHF and 2037 for the Non-Housing Funds. The Bonds will have a term of 20 years which extends beyond the current pledge for the payment of housing tax increment and the non-housing tax increment to the Developer under the Financing Plan and the DDA; however, the DDA and the Financing Plan specifically require that the issuance of bonds with a minimum term of 20 years and provide for the continued payment of the Bond debt service after the expiration of the tax increment pledge in the Financing Plan. It is expected that the taxing entities will continue to receive their statutory pass through payments as well as the remainder of the property taxes generated by the Former Agency's redevelopment project areas.

CONCLUSION:

This request is submitted to the Successor Agency to the Marina Redevelopment Agency for consideration and possible action.

Respectfully submitted

_____

Layne Long
City Manager and Executive Director
City of Marina and Successor Agency of the Marina Redevelopment Agency

Exhibit A – Estimate Bond Issue Cashflows and Bond Sizing

RESOLUTION NO. 2020-___ (SA-MRA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA, ACTING AS THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENTS IN CONNECTION WITH THE OFFERING AND SALE OF TWO SERIES OF TAX ALLOCATION BONDS BY THE SUCCESSOR AGENCY TO MAKE PAYMENTS ON AN ENFORCEABLE OBLIGATION, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Marina Redevelopment Agency (the "Former Agency") has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to section 34173, the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") has become the successor entity to the Former Agency; and

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency entered into a Disposition and Development Agreement, dated as of May 31, 2005 (the "DDA"), between the Former Agency and Marina Community Partners, LLC (the "Developer"), and in furtherance of certain provisions of the DDA, the Former Agency and the Developer entered into an Implementation Agreement dated as of September 9, 2006, a Second Implementation Agreement dated as of August 5, 2008 and a Tax Increment Financing Plan and Agreement, dated as of August 5, 2008 (the "Financing Plan," and together with the DDA, the "Former Agency Obligation"); and

WHEREAS, the Former Agency Obligation has been included on Recognized Obligation Payment Schedules prepared for the Successor Agency pursuant to section 34177, and has been recognized by the Successor Agency, the Oversight Board (as defined below) and the California Department of Finance as an "Enforceable Obligation" of the Former Agency, as such term is defined in section 34171(d); and

WHEREAS, section 34177.5(a)(4) authorizes the Successor Agency to issue bonds to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of section 34177.5, and the enforceable obligations also include the obligation to issue bonds secured by that pledge, and the Former Agency Obligation includes such an irrevocable pledge and obligation to issue bonds; and

WHEREAS, the Developer requested, and the Successor Agency issued on July 26, 2018, the Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2018A and the Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2018B (collectively, the "2018 Bonds") proceeds of which were used to make payments on the Former Agency Obligation as set forth in the Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A. (the "Indenture"), pursuant to which the 2018 Bonds were issued: and

WHEREAS, the Indenture allows for the issuance by the Successor Agency of Series A Parity Debt and Series B Parity Debt (collectively, "Parity Debt") as such capitalized terms are defined in the Indenture, subject to the provisions of the Indenture; and

WHEREAS, the Successor Agency adopted its Resolution No. 2020-01 (SA-MRA) on February 19, 2020 (the "Authorizing Resolution"), authorizing issuance of two additional series of bonds as Parity Debt to make payments on the Former Agency Obligation (collectively, the "2020 Bonds") and approving the form and authorizing execution of the various documents prepared in connection therewith; and

WHEREAS, pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, by a letter to the Successor Agency dated January 15, 2020, the Developer confirmed its request to the Successor Agency to issue the 2020 Bonds; and

WHEREAS, on February 27, 2020, the Oversight Board of the Successor Agency to the Marina Redevelopment Agency adopted its Resolution No. 2020-10 (the "Oversight Board Resolution") approving the issuance by the Successor Agency of the 2020 Bonds and making certain determinations; and

WHEREAS, on April 15, 2020, the Department of Finance of the State of California provided a letter to the Successor Agency approving the portion of the Oversight Board Resolution that approved the issuance of the 2020 Bonds by the Successor Agency; and

WHEREAS, the Successor Agency has now determined to issue the 2020 Bonds in two series, including the Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "2020A Bonds"), and the Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "2020B Bonds"); and

WHEREAS, a preliminary official statement to be used in connection with the offering of the 2020A Bonds and a preliminary official statement to be used in connection with the offering of the 2020B Bonds (collectively, the "Preliminary Official Statements"), as well as a bond purchase agreement to be used in connection with the sale of the 2020A Bonds and a bond purchase agreement to be used in connection with the sale of the 2020B Bonds (collectively, the "Bond Purchase Agreements"), have been prepared and it is appropriate at this time for the Successor Agency to approve the forms thereof and the distribution of the Preliminary Official Statements to prospective purchasers of the Bonds.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY hereby resolves as follows:

1. Approval of Bond Purchase Agreements. The Successor Agency hereby authorizes the sale of the 2020 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), so long as: (a) the Underwriter's discount, excluding original issue discount which does not constitute compensation to the Underwriter, does not exceed 1.75% of the principal amount of the 2020 Bonds, (b) the true interest cost of the 2020 Bonds is not in excess of 6.0%, (c) the applicable requirements of Section 6 of Part I of the Financing Plan are satisfied with respect to the 2020A Bonds, (d) the applicable requirements of Section 6 of Part II of the Financing Plan are satisfied with respect to the 2020B Bonds, and (e) the aggregate principal amount of the 2020B Bonds and of the 2020A Bonds is not in excess of $9,500,000.

The Successor Agency hereby approves the Bond Purchase Agreements, each by and between the Underwriter and the Successor Agency, in the respective forms on file with the Board Secretary of the Successor Agency, together with such additions thereto and changes therein as the City Manager of the City of Marina (the "City Manager"), on behalf of the Successor Agency, shall deem necessary, desirable or appropriate, and the execution of a Bond Purchase Agreement by the City Manager shall be conclusive evidence of the approval of any such additions and changes to such Bond Purchase Agreement. The City Manager is hereby authorized and directed to execute the final forms of the Bond Purchase Agreements on behalf of the Successor Agency.

2. Official Statements. The Successor Agency hereby approves the Preliminary Official Statements in the respective forms on file with the Board Secretary of the Successor Agency, together with any changes therein or additions thereto deemed advisable by the City Manager, on behalf of the Successor Agency. The Successor Agency authorizes the City Manager, on behalf of the Successor Agency, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statements prior to their distribution by the Underwriter to prospective purchasers of the respective 2020 Bonds described therein.

The Underwriter, on behalf of the Successor Agency, is authorized and directed to cause the Preliminary Official Statements to be distributed to such municipal bond broker-dealers, to such banking institutions and to such other persons as may be interested in purchasing the respective 2020 Bonds described therein.

The City Manager is hereby authorized and directed to assist the Disclosure Counsel in causing the Preliminary Official Statements to be brought into the form of final official statements (collectively, the "Final Official Statements"), and the City Manager, on behalf of the Successor Agency, is hereby authorized to execute the Final Official Statements and a statement that the facts contained in the Final Official Statements, and any supplements or amendments thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2020 Bonds, true and correct in all material respects and that the Final Official Statements did not, on the date of sale of the 2020 Bonds, and do not, as of the date of delivery of the 2020 Bonds contain any untrue statement of material fact with respect to the Successor Agency, the Former Agency, the Former Agency Obligation or the Former Agency's redevelopment project areas or omit to state material facts with respect to the Successor Agency, the Former Agency, the Former Agency Obligation or the Former Agency's redevelopment project areas required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The execution and delivery by the City Manager of the Final Official Statements, which shall include such changes and additions thereto deemed advisable by the City Manager and such information permitted to be excluded from the Preliminary Official Statements pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statements by the Successor Agency.

The Final Official Statements, when prepared, are approved for distribution in connection with the offering and sale of the respective series of the Bonds to which each pertains.

3. Waiver of Provision of DDA Regarding Taxes. Section 7.6 of the DDA provides, in part, that "… the Developer agrees that it shall not contest the amount of the assessed valuation on any portion of the Site owned by the Developer in connection with the amount of the assessed value of the Site during the first five (5) years following a Partial Certificate of Completion or Final Certificate of Completion for the applicable portions of the Site" (the "No-Contest Covenant"). Upon the advice of Bond Counsel to the effect that a waiver of the No-Contest Covenant is necessary for the interest on the 2020 Bonds to be excludable from the gross incomes of the owners of the 2020 Bonds for federal tax purposes, the Successor Agency hereby confirms that it irrevocably waived the No-Contest Covenant in Resolution No. 2018-03 (SA-MRA) adopted on May 1, 2018, and hereby affirms such waiver as it may be applicable to the 2018 Bonds and the 2020 Bonds. It is acknowledged that the Developer and the owners of the 2020 Bonds will be relying on the foregoing waiver.

4. Official Actions. Any and all officers of the City, acting on behalf of the Successor Agency, are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, including execution and delivery of a Continuing Disclosure Certificate for each series of the 2020 Bonds in the respective forms appended to the Final Official Statements, and of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale of the 2020 Bonds. In furtherance of the foregoing, the City Manager is hereby authorized to approve modifications to the documents approved by this Resolution or by the Authorizing Resolution to allow for a reserve fund surety bond or insurance policy for one or both series of the Bonds if, upon the advice of the Underwriter and the Municipal Advisor to the Successor Agency for the 2020 Bonds, such surety bond or insurance policy are advantageous to the Successor Agency in the circumstances.

   Whenever in this Resolution the City Manager is authorized to execute any document or take any action, such execution, countersigning or action may be taken on behalf of the City Manager by any person designated by the City Manager to act on his behalf in case the City Manager shall be absent or unavailable.

5. Consistent With Debt Management Policy. The Successor Agency hereby finds that the Bonds are consistent with the City of Marina's Debt Management Policy.

6. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Marina acting as the governing board of the Successor Agency to the Marina Redevelopment Agency at a regular meeting duly held on the 5th day of May 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce C. Delgado, Chair

ATTEST:

_____
Anita Sharp, Board Secretary

SOURCES AND USES OF FUNDS

Successor to the Marina Redevelopment Agency
2020 Tax Allocation Bonds

Market conditions of April 27, 2020 (Unrated TABs)

Dated Date	06/01/2020
Delivery Date	06/01/2020

Sources:	2020A TAB (Non-Housing)	2020B TAB (Housing)	Total
Bond Proceeds:			
Par Amount	2,760,000.00	5,095,000.00	7,855,000.00
Premium	370,744.15	622,454.85	993,199.00
	3,130,744.15	5,717,454.85	8,848,199.00

Uses:	2020A TAB (Non-Housing)	2020B TAB (Housing)	Total
Project Fund Deposits:			
Project Fund	2,707,933.58	4,935,375.00	7,643,308.58
Other Fund Deposits:			
Debt Service Reserve Fund	276,000.00	509,500.00	785,500.00
Delivery Date Expenses:			
Cost of Issuance	105,410.57	194,589.43	300,000.00
Underwriter's Discount	41,400.00	76,425.00	117,825.00
	146,810.57	271,014.43	417,825.00
Other Uses of Funds:			
Additional Proceeds		1,565.42	1,565.42
	3,130,744.15	5,717,454.85	8,848,199.00

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

AGGREGATE DEBT SERVICE

Successor to the Marina Redevelopment Agency
2020A TAB (Non-Housing)

Period Ending	2020A TAB (Non-Housing)	2018A Debt Service	Aggregate Debt Service
09/01/2020	37,887.50	378,375	416,262.50
09/01/2021	176,550.00	541,000	717,550.00
09/01/2022	175,425.00	539,750	715,175.00
09/01/2023	174,050.00	543,000	717,050.00
09/01/2024	172,675.00	540,500	713,175.00
09/01/2025	171,300.00	542,500	713,800.00
09/01/2026	174,925.00	538,750	713,675.00
09/01/2027	178,275.00	539,500	717,775.00
09/01/2028	176,350.00	539,500	715,850.00
09/01/2029	174,425.00	538,750	713,175.00
09/01/2030	172,500.00	542,250	714,750.00
09/01/2031	175,575.00	539,750	715,325.00
09/01/2032	173,375.00	541,500	714,875.00
09/01/2033	171,175.00	542,250	713,425.00
09/01/2034	173,975.00	542,000	715,975.00
09/01/2035	176,500.00	540,750	717,250.00
09/01/2036	178,750.00	538,500	717,250.00
09/01/2037	175,725.00	540,250	715,975.00
09/01/2038	172,700.00	540,750	713,450.00
09/01/2039	1,129,675.00		1,129,675.00
09/01/2040	1,128,850.00		1,128,850.00
	5,440,662.50	10,109,625	15,550,287.50

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

AGGREGATE DEBT SERVICE

Successor to the Marina Redevelopment Agency
2020B TAB (Housing)

Period Ending	2020B TAB (Housing)	2018B Debt Service	Aggregate Debt Service
09/01/2020	69,768.75	360,625	430,393.75
09/01/2021	394,075.00	516,000	910,075.00
09/01/2022	393,900.00	515,250	909,150.00
09/01/2023	397,300.00	514,000	911,300.00
09/01/2024	395,150.00	517,250	912,400.00
09/01/2025	397,725.00	514,750	912,475.00
09/01/2026	394,750.00	516,750	911,500.00
09/01/2027	396,500.00	513,000	909,500.00
09/01/2028	397,700.00	513,750	911,450.00
09/01/2029	398,350.00	513,750	912,100.00
09/01/2030	398,450.00	513,000	911,450.00
09/01/2031	393,000.00	516,500	909,500.00
09/01/2032	397,275.00	514,000	911,275.00
09/01/2033	395,725.00	515,750	911,475.00
09/01/2034	393,625.00	516,500	910,125.00
09/01/2035	395,975.00	516,250	912,225.00
09/01/2036	397,500.00	515,000	912,500.00
09/01/2037	398,200.00	512,750	910,950.00
09/01/2038	393,075.00	514,500	907,575.00
09/01/2039	907,400.00		907,400.00
09/01/2040	912,575.00		912,575.00
	9,018,018.75	9,629,375	18,647,393.75

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND SOLUTION

Successor to the Marina Redevelopment Agency
2020A TAB (Non-Housing)

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
09/01/2020		37,888	378,375	416,263	826,000	409,738	198.43248%
09/01/2021	25,000	176,550	541,000	717,550	826,000	108,450	115.11393%
09/01/2022	25,000	175,425	539,750	715,175	826,000	110,825	115.49621%
09/01/2023	25,000	174,050	543,000	717,050	826,000	108,950	115.19420%
09/01/2024	25,000	172,675	540,500	713,175	826,000	112,825	115.82010%
09/01/2025	25,000	171,300	542,500	713,800	826,000	112,200	115.71869%
09/01/2026	30,000	174,925	538,750	713,675	826,000	112,325	115.73896%
09/01/2027	35,000	178,275	539,500	717,775	826,000	108,225	115.07784%
09/01/2028	35,000	176,350	539,500	715,850	826,000	110,150	115.38730%
09/01/2029	35,000	174,425	538,750	713,175	826,000	112,825	115.82010%
09/01/2030	35,000	172,500	542,250	714,750	826,000	111,250	115.56488%
09/01/2031	40,000	175,575	539,750	715,325	826,000	110,675	115.47199%
09/01/2032	40,000	173,375	541,500	714,875	826,000	111,125	115.54468%
09/01/2033	40,000	171,175	542,250	713,425	826,000	112,575	115.77951%
09/01/2034	45,000	173,975	542,000	715,975	826,000	110,025	115.36716%
09/01/2035	50,000	176,500	540,750	717,250	826,000	108,750	115.16208%
09/01/2036	55,000	178,750	538,500	717,250	826,000	108,750	115.16208%
09/01/2037	55,000	175,725	540,250	715,975	826,000	110,025	115.36716%
09/01/2038	55,000	172,700	540,750	713,450	826,000	112,550	115.77546%
09/01/2039	1,015,000	1,129,675		1,129,675	1,303,000	173,325	115.34291%
09/01/2040	1,070,000	1,128,850		1,128,850	1,303,000	174,150	115.42720%
	2,760,000	5,440,663	10,109,625	15,550,288	18,300,000	2,749,713	

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND SOLUTION

Successor to the Marina Redevelopment Agency
2020B TAB (Housing)

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
09/01/2020		69,769	360,625	430,394	1,199,000	768,606	278.58211%
09/01/2021	115,000	394,075	516,000	910,075	1,199,000	288,925	131.74738%
09/01/2022	120,000	393,900	515,250	909,150	1,199,000	289,850	131.88143%
09/01/2023	130,000	397,300	514,000	911,300	1,199,000	287,700	131.57028%
09/01/2024	135,000	395,150	517,250	912,400	1,199,000	286,600	131.41166%
09/01/2025	145,000	397,725	514,750	912,475	1,199,000	286,525	131.40086%
09/01/2026	150,000	394,750	516,750	911,500	1,199,000	287,500	131.54142%
09/01/2027	160,000	396,500	513,000	909,500	1,199,000	289,500	131.83068%
09/01/2028	170,000	397,700	513,750	911,450	1,199,000	287,550	131.54863%
09/01/2029	180,000	398,350	513,750	912,100	1,199,000	286,900	131.45488%
09/01/2030	190,000	398,450	513,000	911,450	1,199,000	287,550	131.54863%
09/01/2031	195,000	393,000	516,500	909,500	1,199,000	289,500	131.83068%
09/01/2032	210,000	397,275	514,000	911,275	1,199,000	287,725	131.57389%
09/01/2033	220,000	395,725	515,750	911,475	1,199,000	287,525	131.54502%
09/01/2034	230,000	393,625	516,500	910,125	1,199,000	288,875	131.74015%
09/01/2035	245,000	395,975	516,250	912,225	1,199,000	286,775	131.43687%
09/01/2036	260,000	397,500	515,000	912,500	1,199,000	286,500	131.39726%
09/01/2037	275,000	398,200	512,750	910,950	1,199,000	288,050	131.62084%
09/01/2038	285,000	393,075	514,500	907,575	1,199,000	291,425	132.11029%
09/01/2039	815,000	907,400		907,400	1,199,000	291,600	132.13577%
09/01/2040	865,000	912,575		912,575	1,199,000	286,425	131.38646%
	5,095,000	9,018,019	9,629,375	18,647,394	25,179,000	6,531,606	

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND PRICING

Successor to the Marina Redevelopment Agency
2020 Tax Allocation Bonds

Market conditions of April 27, 2020 (Unrated TABs)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond (Non-Housing):									
	09/01/2021	25,000	4.500%	2.590%	102.330				582.50
	09/01/2022	25,000	5.500%	2.720%	106.023				1,505.75
	09/01/2023	25,000	5.500%	2.750%	108.489				2,122.25
	09/01/2024	25,000	5.500%	2.770%	110.870				2,717.50
	09/01/2025	25,000	5.500%	2.840%	112.884				3,221.00
	09/01/2026	30,000	5.500%	2.880%	114.883				4,464.90
	09/01/2027	35,000	5.500%	2.970%	116.388				5,735.80
	09/01/2028	35,000	5.500%	3.070%	117.586				6,155.10
	09/01/2029	35,000	5.500%	3.120%	118.990				6,646.50
	09/01/2030	35,000	5.500%	3.230%	119.668				6,883.80
		295,000							40,035.10
Term Bond 2035 (Non-Housing):									
	09/01/2031	40,000	5.500%	3.680%	115.417 C	4.127%	09/01/2030	100.000	6,166.80
	09/01/2032	40,000	5.500%	3.680%	115.417 C	4.127%	09/01/2030	100.000	6,166.80
	09/01/2033	40,000	5.500%	3.680%	115.417 C	4.127%	09/01/2030	100.000	6,166.80
	09/01/2034	45,000	5.500%	3.680%	115.417 C	4.127%	09/01/2030	100.000	6,937.65
	09/01/2035	50,000	5.500%	3.680%	115.417 C	4.127%	09/01/2030	100.000	7,708.50
		215,000							33,146.55
Term Bond 2040 (Non-Housing):									
	09/01/2036	55,000	5.500%	3.920%	113.225 C	4.498%	09/01/2030	100.000	7,273.75
	09/01/2037	55,000	5.500%	3.920%	113.225 C	4.498%	09/01/2030	100.000	7,273.75
	09/01/2038	55,000	5.500%	3.920%	113.225 C	4.498%	09/01/2030	100.000	7,273.75
	09/01/2039	1,015,000	5.500%	3.920%	113.225 C	4.498%	09/01/2030	100.000	134,233.75
	09/01/2040	1,070,000	5.500%	3.920%	113.225 C	4.498%	09/01/2030	100.000	141,507.50
		2,250,000							297,562.50
Serial Bond (Housing):									
	09/01/2021	115,000	4.500%	2.640%	102.268				2,608.20
	09/01/2022	120,000	5.500%	2.820%	105.798				6,957.60
	09/01/2023	130,000	5.500%	2.900%	108.003				10,403.90
	09/01/2024	135,000	5.500%	2.970%	110.026				13,535.10
	09/01/2025	145,000	5.500%	3.040%	111.849				17,181.05
	09/01/2026	150,000	5.500%	3.080%	113.657				20,485.50
	09/01/2027	160,000	5.500%	3.170%	114.981				23,969.60

BOND PRICING

Successor to the Marina Redevelopment Agency
2020 Tax Allocation Bonds

Market conditions of April 27, 2020 (Unrated TABs)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond (Housing):									
	09/01/2028	170,000	5.500%	3.270%	116.005				27,208.50
	09/01/2029	180,000	5.500%	3.320%	117.235				31,023.00
	09/01/2030	190,000	5.500%	3.430%	117.756				33,736.40
		1,495,000							187,108.85
Term Bond 2035 (Housing):									
	09/01/2031	195,000	5.500%	3.880%	113.586 C	4.277%	09/01/2030	100.000	26,492.70
	09/01/2032	210,000	5.500%	3.880%	113.586 C	4.277%	09/01/2030	100.000	28,530.60
	09/01/2033	220,000	5.500%	3.880%	113.586 C	4.277%	09/01/2030	100.000	29,889.20
	09/01/2034	230,000	5.500%	3.880%	113.586 C	4.277%	09/01/2030	100.000	31,247.80
	09/01/2035	245,000	5.500%	3.880%	113.586 C	4.277%	09/01/2030	100.000	33,285.70
		1,100,000							149,446.00
Term Bond 2040 (Housing):									
	09/01/2036	260,000	5.500%	4.120%	111.436 C	4.624%	09/01/2030	100.000	29,733.60
	09/01/2037	275,000	5.500%	4.120%	111.436 C	4.624%	09/01/2030	100.000	31,449.00
	09/01/2038	285,000	5.500%	4.120%	111.436 C	4.624%	09/01/2030	100.000	32,592.60
	09/01/2039	815,000	5.500%	4.120%	111.436 C	4.624%	09/01/2030	100.000	93,203.40
	09/01/2040	865,000	5.500%	4.120%	111.436 C	4.624%	09/01/2030	100.000	98,921.40
		2,500,000							285,900.00
		7,855,000							993,199.00

BOND PRICING

Successor to the Marina Redevelopment Agency
2020 Tax Allocation Bonds

Market conditions of April 27, 2020 (Unrated TABs)

Dated Date	06/01/2020	
Delivery Date	06/01/2020	
First Coupon	09/01/2020	
Par Amount	7,855,000.00	
Premium	993,199.00	
Production	8,848,199.00	112.644163%
Underwriter's Discount	-117,825.00	-1.500000%
Purchase Price	8,730,374.00	111.144163%
Accrued Interest		
Net Proceeds	8,730,374.00	

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND SUMMARY STATISTICS

Successor to the Marina Redevelopment Agency
2020A TAB (Non-Housing)

Dated Date	06/01/2020
Delivery Date	06/01/2020
Last Maturity	09/01/2040
Arbitrage Yield	3.856970%
True Interest Cost (TIC)	4.494045%
Net Interest Cost (NIC)	4.823712%
All-In TIC	4.799008%
Average Coupon	5.499359%
Average Life (years)	17.661
Duration of Issue (years)	11.718
Par Amount	2,760,000.00
Bond Proceeds	3,130,744.15
Total Interest	2,680,662.50
Net Interest	2,351,318.35
Total Debt Service	5,440,662.50
Maximum Annual Debt Service	1,129,675.00
Average Annual Debt Service	268,674.69

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bond (Non-Housing)	295,000.00	113.571	5.483%	6.165
Term Bond 2035 (Non-Housing)	215,000.00	115.417	5.500%	13.366
Term Bond 2040 (Non-Housing)	2,250,000.00	113.225	5.500%	19.579
	2,760,000.00			17.661

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

BOND SUMMARY STATISTICS

Successor to the Marina Redevelopment Agency
2020B TAB (Housing)

Dated Date	06/01/2020
Delivery Date	06/01/2020
Last Maturity	09/01/2040
Arbitrage Yield	3.856970%
True Interest Cost (TIC)	4.419770%
Net Interest Cost (NIC)	4.732742%
All-In TIC	4.785900%
Average Coupon	5.497985%
Average Life (years)	14.005
Duration of Issue (years)	9.878
Par Amount	5,095,000.00
Bond Proceeds	5,717,454.85
Total Interest	3,923,018.75
Net Interest	3,376,988.90
Total Debt Service	9,018,018.75
Maximum Annual Debt Service	912,575.00
Average Annual Debt Service	445,334.26

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bond (Housing)	1,495,000.00	112.516	5.485%	6.210
Term Bond 2035 (Housing)	1,100,000.00	113.586	5.500%	13.359
Term Bond 2040 (Housing)	2,500,000.00	111.436	5.500%	18.950
	5,095,000.00			14.005

Notes:
Assumes a 20-bps yield premium for Housing series (over non-Housing)
20-year term, 'wrapping' around the 18A and 18B existing debt service
Available TI revenues reflect KMA estimates as of 4/14/20

Preliminary and subject to change.
Interest rate assumptions are based on current market conditions and similar credits.
Issuers actual results may differ, and Stifel makes no commitment to underwrite at these levels.
Costs of issuance and underwriter's discount are estimates for discussion purposes.

$_____
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

BOND PURCHASE CONTRACT

_____ __, 2020

Successor Agency to the Marina Redevelopment Agency
c/o City of Marina
211 Hillcrest Avenue
Marina, California 93933

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") offers to enter into this Bond Purchase Contract (this "Purchase Contract") with the Successor Agency to the Marina Redevelopment Agency (the "Agency") which will be binding upon the Agency and the Underwriter upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Contract and its delivery to the Underwriter on or before 8:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's length commercial transaction between the Agency and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as principal and not as agent or fiduciary of the Agency; (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency on other matters); and (iv) the Agency has consulted with its own legal and financial advisors to the extent it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the **$_____** aggregate principal amount of the Agency's Tax Allocation Bonds, Series 2020A (the "Bonds"), at a purchase price equal to **$_____** (being the aggregate principal amount thereof, [plus][less] a [net] original issue [premium][discount] of **$_____** and less an Underwriter's discount of **$_____**). The Bonds are to be purchased by the Underwriter from the Agency. Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the "Closing."

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust, dated as of July 1, 2018, by and between the Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Agency and the Trustee (together, the "Indenture") and pursuant Section 34177.5 of the California Health and Safety Code and a resolution of the Agency adopted on February 19, 2020 (the "Agency Resolution"). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on February 27, 2020 (the "Oversight Board Resolution"). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement").

The net proceeds of the Bonds will be used to: (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC ("MCP"); (b) fund a debt service reserve account for the Bonds; and (c) provide for the costs of issuing the Bonds.

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Certificate, to be dated the date of the Closing (the "Disclosure Certificate"), by the Agency and as acknowledged and agreed to by Applied Best Practices, LLC, as Dissemination Agent thereunder, to provide certain annual information and notices of the occurrence of certain events. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate and this Purchase Contract are sometimes collectively referred to herein as the "Agency Legal Documents."

3. Offering.

(a) It shall be a condition to the Agency's obligations to sell and to deliver the Bonds to the Underwriter and to the Underwriter's obligations to purchase, to accept delivery of and to pay for the Bonds that the entire **$_____** aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriter at the Closing. The Underwriter agrees to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

(b) The Underwriter agrees to assist the Agency in establishing the issue price of the Bonds and shall execute and deliver to the Agency at Closing an "issue price" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Agency and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Agency under this section to establish the issue price of the Bonds may be taken on behalf of the Agency by the Agency's municipal advisor, KNN

Public Finance, LLC (the "Municipal Advisor") and any notice or report to be provided to the Agency may be provided to the Agency's Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the Agency will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Agency the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Agency the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Agency and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Agency to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Agency when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

(e) The Agency will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Exhibit A attached hereto sets forth, as of the date of this Purchase Contract, the maturities of the Bonds for which the 10% test has been satisfied and the price or prices at which the Underwriter has sold such Bonds to the public.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Agency (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(4) "sale date" means the date of execution of this Purchase Contract by the Agency and the Underwriter].

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriter prior to the execution of this Purchase Contract copies of the Preliminary Official Statement dated May __, 2020, relating to the Bonds (the "Preliminary Official Statement"), which was approved by a resolution of the Agency adopted on May __, 2020 (the "Agency OS Resolution"). The Agency ratifies, confirms and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriter to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Underwriter agrees that it

will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and carry out and consummate the transactions on its part contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions on its part contemplated by the Agency Legal Documents; and when executed by the Agency and the other respective parties thereto the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument, which in any case has or may have a material adverse effect on the Agency's ability to comply with its obligations under the Agency Legal Documents; and the execution and delivery of the Agency Legal Documents, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Except as otherwise disclosed in the Official Statement, between the date of this Purchase Contract and the date of the Closing, the Agency will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Available Non-Housing Tax Increment Funds , nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) To the best knowledge of the officer of the Agency executing this Purchase Contract, after due inquiry, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending with respect to which the Agency has been served with process or threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the collection of the Available Non-Housing Tax Increment Funds or contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or which might materially adversely affect the Available Non-Housing Tax Increment Funds of the Agency; nor, to the best knowledge of the Agency, is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Available Non-Housing Tax Increment Funds of the Agency superior to or on a parity with the lien provided for in the Indenture on the Available Non-Housing Tax Increment Funds, other than as disclosed in the Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information under the heading "THE DUNES DEVELOPMENT" therein, or information relating to The Depository Trust Company or the book-entry only system).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information under

the heading "THE DUNES DEVELOPMENT" therein, or information relating to The Depository Trust Company or the book-entry only system).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriter, and, if in the opinion of the Underwriter or the Agency, or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriter, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be the Closing Date.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information under the heading "THE DUNES DEVELOPMENT" therein, or information relating to The Depository Trust Company or the book-entry only system).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by counsel for the Underwriter.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriter in connection with the Bonds, or the Agency Legal Documents shall be deemed a representation by the Agency to the Underwriter as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement.

(q) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under

the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(r) Except as disclosed in the Official Statement, the Agency has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(s) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions on the part of the Agency described in the Preliminary Official Statement.

(t) The Department of Finance of the State (the "Department of Finance") has issued a letter, dated April 15, 2020 (the "DOF Letter"), approving the portion of the Oversight Board Resolution that approved the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions on the part of the Agency described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:30 A.M., California time, on June __, 2020 (the "Closing" or the "Closing Date"), or on such other date and time as may be mutually agreed upon by the Agency and the Underwriter, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriter, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Quint & Thimmig LLP, Larkspur, California ("Bond Counsel"), or such other place as shall have been mutually agreed upon by the Agency and the Underwriter, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriter in New York, New York, through the book-entry system of The Depository Trust Company ("DTC"). Unless the DTC Fast Automated Securities Transfer ("FAST") is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriter shall receive, within seven (7) business days of the date hereof, but in no event less than 1 business day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriter), in such reasonable quantity as the Underwriter shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the statements of the officers and other officials of the Agency made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to by the Underwriter, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect; and

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) Bond Counsel Opinion. The approving opinion of Bond Counsel to the Agency, dated the date of the Closing and substantially in the form included as Appendix B to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter and dated the date of the Closing, stating that the Underwriter may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion was addressed to the Underwriter and to the following effect:

(i) the Purchase Contract and the Continuing Disclosure Certificate have been duly executed and delivered by the Agency and (assuming due authorization, execution and delivery by and validity against the other parties thereto, as applicable) constitute the valid and binding obligations of the Agency, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles;

(ii) the statements contained in the Official Statement under the captions "INTRODUCTION," "FINANCING PLAN," "THE BONDS,"

"SECURITY FOR THE BONDS," "TAX MATTERS" and in Appendices A and B thereto, insofar as such statements expressly summarize certain provisions of the Indenture or the opinion of Bond Counsel, are accurate in all material respects; and

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(3) Agency Counsel Opinion. An opinion of Counsel to the Agency, dated the date of the Closing and addressed to the Underwriter, to the following effect:

(i) the Agency is a public body, duly existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution and the Agency OS Resolution were duly adopted at meetings of the Agency, called and held pursuant to law, with all public notice required by law and at which quorums were present and acting throughout; and the Agency Resolution and the Agency OS Resolution are in full force and effect and have not been modified amended or rescinded since their respective adoption date;

(iii) The Agency Legal Documents have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal Documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(iv) The preparation, delivery and execution of the Official Statement has been duly authorized by the Agency;

(v) The execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby, (A) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound, and (B) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(vi) to the best of such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation or proceeding, pending and served upon the Agency, or threatened, challenging the creation, organization or existence of the Agency, or the validity of the Bonds or the Agency Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Available

Non-Housing Tax Increment Funds for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Available Non-Housing Tax Increment Funds; and

(vii) to the best of such counsel's knowledge, the information in the Official Statement under the captions "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY," "THE DUNES PORTION OF THE MERGED PROJECT AREAS" and "LITIGATION" is true and accurate in all material respects; provided, however, that no opinion is expressed as to any financial or statistical information contained therein.

(4) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture;

(ii) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) Except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery by it of the Indenture, or the consummation of the transactions on its part contemplated by the Indenture.

(5) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) to his or her knowledge, no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(iii) no further consent is required to be obtained for the inclusion of the City's audited financial statements, including the accompanying independent auditor's report, for the Fiscal Year ended June 30, 2019 in the Official Statement.

(6) Trustee Certificate. A certificate, dated the Closing Date, to the effect that:

(i) The Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) The Trustee has full power, authority and legal right to comply with the terms of the Indenture and to perform its obligations stated therein; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitutes legal, valid and binding obligation of the Trustee in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(7) Legal Documents. Executed copies of this Purchase Contract and the other Agency Legal Documents.

(8) Irrevocable Waiver and Direction. An executed copy of the Irrevocable Waiver and Direction Regarding Application of Funds Under the Tax Increment Financing Plan and Agreement (the "Irrevocable Waiver and Direction") from the MCP and acknowledged and agreed to by the Agency.

(9) MCP Certificate. A certificate of MCP, dated the Closing Date, to the effect that as of the date of the Official Statement, the information that is contained therein under the caption of the Official Statement entitled "THE DUNES DEVELOPMENT," does not, as of the date of the Official Statement through and including the Closing Date, contain any untrue statement of a material fact or omit to state any material fact that was necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(10) MCP Counsel Opinion. An opinion of counsel to MCP addressed to the Agency and the Underwriter to the effect: (A) MCP is a Delaware limited liability company, duly organized and existing under the laws of Delaware, (B) MCP has duly and validly authorized the execution and delivery of the Irrevocable Waiver and Direction and the Irrevocable Waiver and Direction and such document constitutes the legal, valid and binding obligations of MPC, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought, and (C) that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention during the course of their representation of MCP which causes them to believe that the statements contained in the Official Statement under the caption entitled "THE DUNES DEVELOPMENT," as of the date of the Official Statement contained, or as of the Closing Date contains, any untrue statement of a material fact or as of the date of the Official Statement omitted, or as of the date hereof omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances

under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information which is attributable to a source other than MCP, contained in the Official Statement).

(11) Disclosure Letter. A letter of Quint & Thimmig LLP, Larkspur, California ("Disclosure Counsel"), dated the date of the Closing, addressed to the Agency and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, but on the basis of their participation in conferences with representation of the Agency, the MCP, Goldfarb & Lipman LLP, as counsel to the Agency, KNN Public Finance, LLC, as municipal advisor to the Agency, the Underwriter and others, and their examination of certain documents, no facts have come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date or as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, statistical, economic, engineering, or demographic data or forecasts, numbers, charts, tables, graphs, maps, estimates, projections, assumptions or expressions of opinion, or any information about valuation, real estate, or environmental matters, the Appendices to the Preliminary Official Statement and the Official Statement or any information about debt service requirements, book-entry, or the Depository Trust Company contained in the Preliminary Official Statement and the Official Statement).

(12) Fiscal Consultant Certificate. A certificate of Keyser Marston Associates, Inc. (the "Fiscal Consultant") to the effect that the report of the Fiscal Consultant (the "Report") contained in Appendix G to the Official Statement and the information set forth in the Official Statement under the caption "THE DUNES PORTION OF THE MERGED PROJECT AREAS" footnoted as sourced to the Fiscal Consultant, or under the captions "RISK FACTORS— Reduction in Taxable Value" and "RISK FACTORS—Estimated Revenues" in the Official Statement to the best of the Fiscal Consultant's knowledge do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, consenting to the use of the Report in the Preliminary and Official Statement and stating that to the best of the Fiscal Consultant's knowledge, nothing has to come the Fiscal Consultant's attention between the date of such Report and the Closing Date which would materially alter any of the conclusions set forth in the Report.

(13) Oversight Board Resolution. A copy of the adopted Oversight Board Resolution, together with a copy of the DOF Letter.

(14) Oversight Board Certificate. A certificate of the Clerk of the Oversight Board to the effect that the Oversight Board Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption.

(15) Underwriter's Counsel Opinion. An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the Closing Date, addressed to the Underwriter, to the effect that: (A) while Underwriter's Counsel is not passing upon and does

not assume any responsibility for the accuracy, completeness or fairness of any of the information contained in the Official Statement and has not undertaken to verify the accuracy, completeness or fairness of, or independently verified the information contained in, the Official Statement and is therefore unable to make any representation to the Underwriter in that regard, Underwriter's Counsel has participated in conferences prior to the date of the Official Statement with representatives of the Underwriter, the Successor Agency, the Authority, Bond Counsel, Disclosure Counsel, the Fiscal Consultant (as such term is defined herein), the Trustee and their respective legal counsel and others, during which conferences the contents of the Official Statement and related matters were discussed and that, based upon the information made available to Underwriter's Counsel in the course of its participation in such conferences, review of the documents referred to above, reliance on the documents, letters, certificates and the opinions of counsel described in this Purchase Contract and Underwriter's Counsel's understanding of applicable law, as a matter of fact and not opinion, no information has come to the attention of the attorneys in Underwriter's Counsel's firm rendering legal services to the Underwriter with respect to the Bonds which caused Underwriter's Counsel to believe that the Official Statement as of its date contained, or as of the Closing Date contained, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omitted, to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that Underwriter's Counsel expresses no view with respect to information related to any financial, statistical, engineering, or economic or demographic data or forecasts, numbers, charts, tables, estimates, projections, appraisals or assessed valuations or any information about CUSIP numbers, the rating on the Bonds, the book-entry system or The Depository Trust Company contained in the Official Statement, including any of the appendices thereto), and that, other than reviewing the various certificates and opinions required by Section 7(e) of this Purchase Contract regarding the Official Statement, Underwriter's Counsel has not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the Closing Date; (B) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, are accurate in all material respects; and (C) the Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds satisfies the requirements of Rule 15c2-12.

(16) Municipal Advisor Certificate. A Certificate, dated the date of Closing, signed by an authorized office of KNN Public Finance, LLC, the Agency's Municipal Advisor, addressed to the Underwriter's and the Agency and without having undertaken any investigation, to the effect that, in connection with its role in the preparation of the Official Statement, nothing has come to the attention of the Municipal Advisor that would lead it to believe that the statements and information contained in the Preliminary Official Statement and the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(17) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriter may reasonably deem necessary.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Agency shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, if the Agency shall determine in good faith (and provide written notice to the Underwriter) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the Agency by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Agency nor the Underwriter shall have any further obligation hereunder.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Contract by written notice to the Agency if, between the date of this Purchase Contract to and including the Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(h) the commencement of any action, suit or proceeding described in Section 5(g) hereof which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(1) there shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(2) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to: (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Contract); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, Fiscal Consultant and any other experts or other

consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof. The Underwriter will pay the expenses of the preparation of this Purchase Contract and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, the cost of providing immediately available funds on the Closing Date, the Underwriter's out-of-pocket expenses incurred with the financing, the fees for a continuing disclosure undertaking compliance review and the fee and disbursements of Underwriter's Counsel. The Underwriter is also required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. These expenses of the Underwriter have been taken into consideration in the determination of the underwriting spread set forth in Section 1. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Agency agrees to reimburse the Underwriter for such fees.

The Underwriter shall pay, and the Agency shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Contract may be given by delivering the same in writing at the Agency's address set forth above; Attention: City Manager, and to the Underwriter under this Purchase Contract may be given by delivering the same in writing to One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

11. Parties in Interest. This Purchase Contract is made solely for the benefit of the Agency and the Underwriter and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

12. Effectiveness and Counterpart Signatures. This Purchase Contract shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be valid and enforceable at the time of such acceptance and approval. This Purchase Contract may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

14. Governing Law. This Purchase Contract shall be construed in accordance with the laws of the State of California.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INC., as Underwriter

By:_____
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY

By:_____
City Manager

Time of Execution: _____ p.m. Pacific Time

EXHIBIT A

MATURITY SCHEDULE

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***	***Price***	***10% Test Used***	***Hold the Offering Price Used***
	$	%			

[T Term Bond.]
[C Priced to optional redemption date of September 1, 20__ at [a redemption price of ___% of] par.]

Optional Redemption. The Bonds may be redeemed at the option of the Agency, on any date on or after September 1, 20__, in whole or in part, among such maturities as shall be determined by the Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
September 1, 20__ to August 31, 20__	%
September 1, 20__ to August 31, 20__	
September 1, 20__ to August 31, 20__	
September 1, 20__ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 20__, and on each September 1 thereafter to and including September 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed (without

premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 20__ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 20__ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 20__, and on each September 1 thereafter to and including September 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 20__ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 20__ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. [***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Contract, dated _____, 2020, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Successor Agency to the Marina Redevelopment Agency.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

4. The establishment of the Reserve Account in the amount of the Reserve Requirement was vital to the marketing of the Bond and reasonably required to assure the payment of debt service on the Bonds.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(*Attached*)

[SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$2,760,000*
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY TAX ALLOCATION BONDS, SERIES 2020A

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $2,760,000* Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,905,000 initial principal amount of Tax Allocation Bonds, Series 2018A (the "2018A Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018A Bonds are payable from and secured by a first lien on the Pledged Non-Housing Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay development described herein, and moneys in a Series A Debt Service Fund (other than a Reserve Account therein which secures only the 2018A Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020A Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018A Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund (other than the Reserve Account and the Series 2020A Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Housing Tax Allocation Bonds, Series 2020B (the "Series B Bonds"), in addition to the Bonds. The Series B Bonds are separately secured under the Indenture, and the Series B Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series B Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE
(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

$2,760,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

MATURITY SCHEDULE

$_____ Serial Bonds

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___
$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___

† Copyright 2020, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services Bureau, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the Successor Agency or the Underwriter and are included solely for the convenience of the holders of the Bonds. Neither the Successor Agency nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

* Preliminary, subject to change.

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY BOARD OF DIRECTORS*

Bruce Carlos Delgado, *Chair/Mayor*
Frank O'Connell, *Councilmember*
Gail Morton, *Councilmember*
Lisa Berkley, *Councilmember*
Adam Urrutia, *Councilmember*

SUCCESSOR AGENCY/CITY OFFICIALS

Layne Long, *City Manager*
Eric Frost, *City Finance Director*
Anita Shepherd-Sharp, *Board Secretary/Deputy City Clerk*

PROFESSIONAL SERVICES

Successor Agency General Counsel
Goldfarb & Lipman LLP
Oakland, California

Municipal Advisor
KNN Public Finance, LLC
Oakland, California

Fiscal Consultant
Keyser Marston Associates, Inc.
Berkeley, California

Bond Counsel and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Trustee
MUFG Union Bank, N.A.
San Francisco, California

Dissemination Agent
Applied Best Practices, LLC
Irvine, California

* The City Council of the City of Marina, California, serves as the Governing Board of the Successor Agency.

TABLE OF CONTENTS

INTRODUCTION 1
Authority and Purpose 1
The City, the Former Agency and the Successor Agency 1
The Former Agency Obligation 2
The Merged Redevelopment Projects 4
Tax Increment Financing 5
Authority to Issue Bonds 5
Security for the Bonds 5
Outstanding Parity Debt 7
Reserve Account 7
Limited Obligation 8
Additional Parity Debt 8
Professionals Involved in the Offering 8
Further Information 9
FINANCING PLAN 9
The Infrastructure Note 9
Related Obligation 10
Sources and Uses of Funds 11
Debt Service Schedule 11
THE BONDS 12
Authority for Issuance 12
Description of the Bonds 12
Redemption 12
THE DISSOLUTION ACT 15
Recognized Obligation Payment Schedules 16
SECURITY FOR THE BONDS 18
Pledge Under the Indenture 18
Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds 19
Flow of Funds Under the Indenture 20
Reserve Account 23
Limited Obligation 24
Recognized Obligation Payment Schedules 24
County Administrative Fees 26
Pass-Through Payments 26
The 2000 Bonds 27
Parity Debt 27
Series B Bonds 29
PROPERTY TAXATION IN CALIFORNIA 29
Property Tax Collection Procedures 29
Unitary Property 31
Article XIIIA of the State Constitution 31
Appropriations Limitation—Article XIIIB 33
Proposition 87 33
Appeals of Assessed Values 33
Propositions 218 and 26 34
Future Initiatives 34
THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY 34
Successor Agency Powers 35
Status of Compliance with Dissolution Act 35
Plan Limits 35
THE DUNES PORTION OF THE MERGED PROJECT AREAS 36
Land Use 39
Historical Assessed Values 39
Largest Taxpayers 40
Historic and Estimated Pledged Non-Housing Funds 41
Assessment Appeals 42
New Development 45
Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage 45
THE DUNES DEVELOPMENT 47
Overview 47
Multiple Use/Urban Design 47
Village Center 47
Retail Nodes 48
Office/Research and Development/Light Industrial 48
Arts District 48
Residential 48
Parks, Open Space, Pedestrian and Bicycle Connections 49
Entitlements 49
Environmental Conditions 50
Development Program/Phasing 53
Development/Construction Completed to Date 55
Future Development 55
The Developer 56
RISK FACTORS 57
Limited Source of Funds to Repay Bonds 58
Recognized Obligation Payment Schedule 58
Challenges to Dissolution Act 59
Reduction in Taxable Value 60
Limitations on Remedies 60
Risks to Real Estate Market 61
Concentration of Property Ownership 61
Reduction in Inflationary Rate 61
Development Risks 61
Future Land Use Regulations and Growth Control Initiatives 62
Assessment Appeals 62
Levy and Collection of Taxes 63
Bankruptcy and Foreclosure 63
Estimated Revenues 63
Seismic Factors and Flooding 63
Hazardous Substances 64
Covid-19 64
Changes in the Law 65
Loss of Tax-Exemption 65
Secondary Market 66
TAX MATTERS 66
UNDERWRITING 68
MUNICIPAL ADVISOR 68
LEGAL OPINIONS 68
LITIGATION 69
NO RATING 69
CONTINUING DISCLOSURE 69
AUDITED FINANCIAL STATEMENTS 69
MISCELLANEOUS 70

APPENDIX A SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
APPENDIX B FORM OF OPINION OF BOND COUNSEL
APPENDIX C BOOK-ENTRY ONLY SYSTEM
APPENDIX D FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2017
APPENDIX F GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY
APPENDIX G FISCAL CONSULTANT'S REPORT

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Successor Agency.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Successor Agency, Marina Community Partners, LLC, the Dunes development or any of the Merged Project Areas since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over-allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

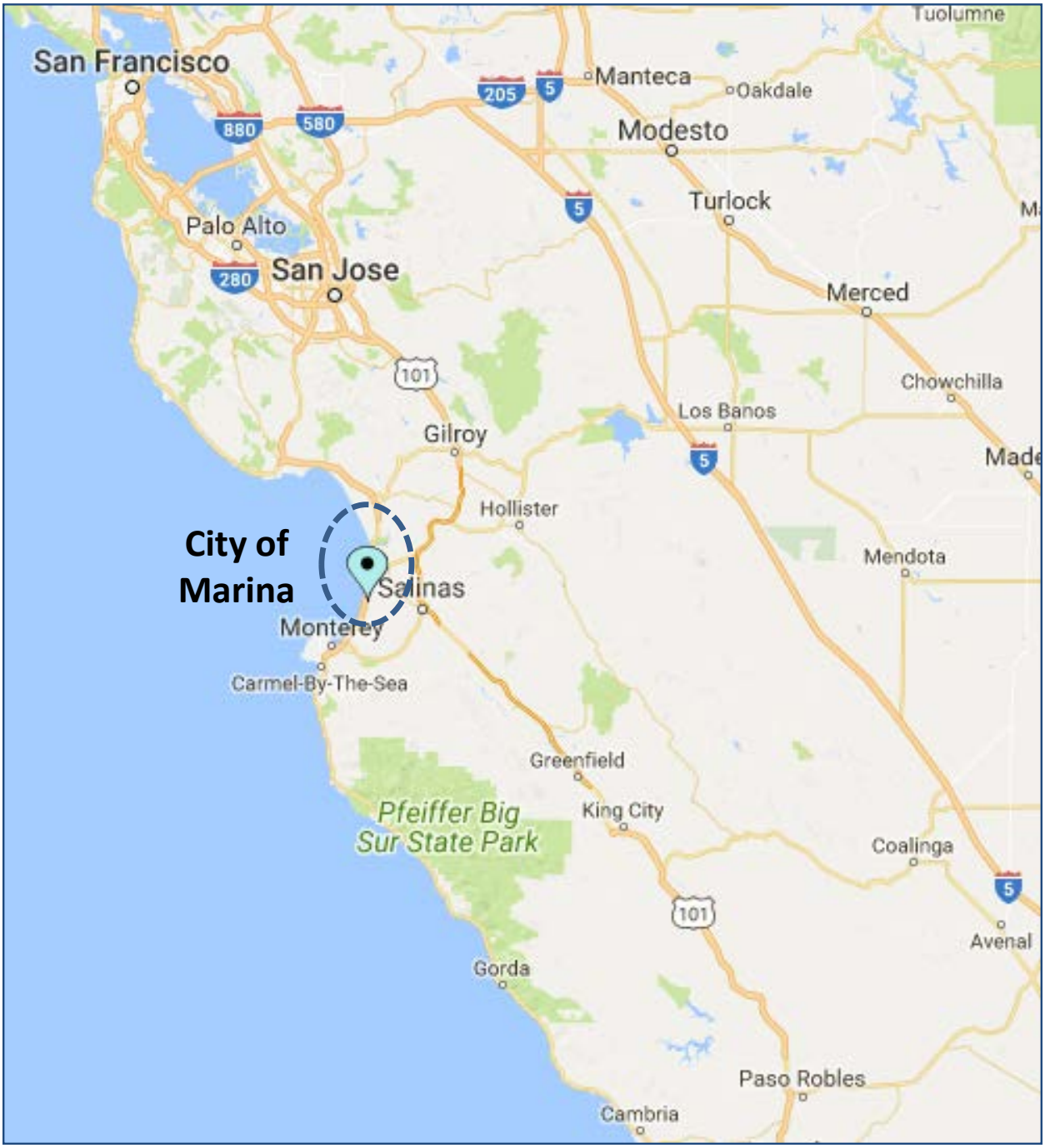
Bonds are Exempt from Securities Laws Registration. The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under section 3(a)(2) of the Securities Act of 1933 and section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, section 21E of the United States Securities Exchange Act of 1934, as amended, and section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE SUCCESSOR AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Website. The City of Marina, California, maintains an Internet website, but the information on the website is not incorporated by reference in or otherwise a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF MARINA

REGIONAL LOCATION MAP



OFFICIAL STATEMENT

$2,760,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS, SERIES 2020A

INTRODUCTION

This Official Statement, including the cover page, is provided to furnish information in connection with the sale by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") of its $2,760,000* Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"). Capitalized terms used in this Official Statement and not defined herein have the meanings given to them in the Indenture referred to below. See APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions.

Authority and Purpose

The Successor Agency is issuing the Bonds pursuant to authority granted by section 34177.5(a)(4) of the California Health & Safety Code, Resolution No. 2020-01 (SA-MRA) adopted by the Board of Directors of the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). See "THE BONDS—Authority for Issuance." The Successor Agency is issuing the Bonds to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008 (the "Infrastructure Note") of the former Marina Redevelopment Agency (the "Former Agency") for the benefit of Marina Community Partners, LLC (the "Developer"), (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Infrastructure Note. See "FINANCING PLAN—The Infrastructure Note." The Bonds constitute Parity Bonds under the Indenture, secured on a parity with the 2018A Bonds issued by the Successor Agency on July 26, 2018, to the extent provided in the Indenture. See "INTRODUCTION—Outstanding Parity Debt" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Successor Agency has also issued under, and the Indenture also provides for, the issuance of two series of the Successor Agency's Housing Tax Allocation Bonds, including Series 2018B (the "Series 2018B Bonds") issued on July 26, 2018 in the initial principal amount of $6,585,000 and Series 2020B (collectively, with the Series 2018B Bonds, the "Series B Bonds") to be issued concurrently with the issuance of the Bonds, proceeds of which have been and will be, as applicable, used to satisfy certain other monetary obligations of the Successor Agency to the Developer. See "FINANCING PLAN—Related Obligation." The Series B Bonds are separately secured under the Indenture, and are payable from certain funds that are not pledged to or available for payment of the Bonds. See "SECURITY FOR THE BONDS—Series B Bonds."

The City, the Former Agency and the Successor Agency

City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, adjacent to the City of

* Preliminary, subject to change.

Seaside and unincorporated Monterey County. The City includes an area of approximately 9.6 square miles and is located approximately 75 miles south of the City of San Jose, 110 miles south of the City of San Francisco, 8 miles north of the City of Monterey and 8 miles west of the City of Salinas. Monterey County is bordered on the north by Santa Cruz County, on the east by San Benito County and Kings County and on the south by San Luis Obispo County. For general information regarding the City and the County see APPENDIX F—GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY.

The City has no responsibility whatsoever for the repayment of the Bonds. See "SECURITY FOR THE BONDS—Limited Obligation."

Former Agency. The Former Agency was activated on June 18, 1985 pursuant to the California Community Redevelopment Law (referred to in this Official Statement as the "Redevelopment Law") and Ordinance No. 85-6 adopted by the City Council. The members of the City Council served as the governing board of the Former Agency.

Dissolution Act. On June 29, 2011, Assembly Bill No. 26 ("AB 1X 26") was enacted together with a companion bill, Assembly Bill No. 27 ("AB 1X 27"). The provisions of AB 1X 26 provided for the dissolution of all redevelopment agencies statewide. The provisions of AB 1X 27 permitted redevelopment agencies to avoid such dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (2011), challenging the constitutionality of AB 1X 26 and AB 1X 27. On December 27, 2011, in its decision in that lawsuit, the California Supreme Court largely upheld AB 1X 26, invalidated AB 1X 27, and held that AB 1X 26 may be severed from AB 1X 27 and enforced independently. As a result of AB 1X 26 and the decision of the California Supreme Court in the *California Redevelopment Association* case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Former Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The primary provisions enacted by AB 1X 26 relating to the dissolution and wind down of former redevelopment agency affairs are found in Parts 1.8 (commencing with section 34161) and 1.85 (commencing with section 34170) of Division 24 of the Health and Safety Code of the State, as amended, including by Assembly Bill No. 1484 ("AB 1484"), enacted on June 27, 2012 as Chapter 26, Statutes of 2012, and on September 22, 2015 by Senate Bill 107 ("SB 107"), enacted as Chapter 325, Statutes of 2015. The provisions of Part 1.85, as amended by AB 1484 and SB 107 and other amendments are referred to in this Official Statement as the "Dissolution Act." The Redevelopment Law together with the Dissolution Act and the acts amendatory thereof and supplemental thereto are sometimes referred to in this Official Statement as, the "Law."

Successor Agency. Pursuant to section 34173 of the Dissolution Act, the City Council of the City adopted Resolution No. 2012-01 on January 10, 2012, pursuant to which the City made an election to serve as the Successor Agency to the Former Agency. However, subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate legal entity from the City, that the two entities shall not merge and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City. See "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY."

The Former Agency Obligation

Prior to its dissolution, the Former Agency entered into a number of agreements with Marina Community Partners, LLC (the "Developer") in connection with The Dunes on Monterey

Bay development (the "Dunes"), a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned, mixed-use development on the former Fort Ord Army base located in the City. See "THE DUNES DEVELOPMENT." These agreements included a Disposition and Development Agreement dated as of May 31, 2005 (the "Original DDA"), an Implementation Agreement dated as of September 9, 2006 (the "First Implementation Agreement") and a Second Implementation Agreement, dated as of August 5, 2008 (the "Second Implementation Agreement" and collectively with the Original DDA and the First Implementation Agreement, the "DDA"), and a Tax Increment Financing Plan and Agreement, dated August 5, 2008 (the "Financing Plan").

As part of the Second Implementation Agreement, the Former Agency and the Developer entered into the Financing Plan that specified the terms of certain payments to the Developer. In connection with the Financing Plan, the Former Agency issued a Promissory Note and Agreement, dated August 5, 2008, for the benefit of the Developer (the "Infrastructure Note"), and a separate Promissory Note and Agreement, also dated August 5, 2008, for the benefit of the Developer (the "Housing Note," and together with the Infrastructure Note, the "Promissory Notes"). Collectively, the DDA, the Financing Plan and the Promissory Notes are referred to herein as the "Former Agency Obligation." The Second Implementation Agreement committed the Former Agency to pay to the Developer, in reimbursement for Eligible Project Costs (as such term is defined in the Financing Plan) incurred by the Developer in connection with the Dunes development, certain "Available Non-Housing Tax Increment Funds" generated by the Dunes development, as evidenced by the Infrastructure Note. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Promissory Notes.

Under the terms of the DDA and the Financing Plan, the Developer has submitted two invoices detailing its accumulated Eligible Project Costs (consisting of development costs attributable to land development and on-site and off-site public improvements related to the Dunes development), including one to the Former Agency for $48,411,751 on August 5, 2008, and one to the Successor Agency for $50,305,704 on May 17, 2018. The Infrastructure Note is payable from certain Available Non-Housing Tax Increment Funds arising from the Dunes development. The Former Agency and then Successor Agency have been making payments on the Infrastructure Note from the obligated Available Non-Housing Tax Increment Funds since December of 2008, and on July 26, 2018, the Successor Agency issued the 2018A Bonds, $6,793,518.62 of the proceeds of which were used to make a payment on the Infrastructure Note (see "INTRODUCTION—Outstanding Parity Debt"). The current outstanding balance of the Infrastructure Note is $87,673,022. The Successor Agency's payment obligations under the Former Agency Obligation have been included on the Successor Agency's Recognized Obligation Payment Schedules, which have been approved by the Oversight Board and the California Department of Finance (the "DOF"). The Bonds and the payment on the Infrastructure Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Financing Plan provides that the Developer may request that the Former Agency issue bonds to make lump sum payments on the Infrastructure Note, with the bonds payable from and secured by a pledge of the Pledged Non-Housing Funds (which include the Available Non-Housing Tax Increment Funds and subordinated Statutory Pass-Through Amounts allocated to the Dunes development, as further described below), and that the Former Agency will act reasonably and in good faith to issue such bonds. As previously mentioned, the Successor Agency has succeeded to the Former Agency's obligations under the DDA, the Financing Plan and the Infrastructure Note. The Developer has requested that the Successor Agency issue the Bonds in accordance with the requirements of the Financing Plan. The net proceeds of the Bonds

will be used to make a lump sum payment on the Infrastructure Note following the issuance and delivery of the Bonds.

The Financing Plan obligates the Successor Agency to use the Available Non-Housing Tax Increment Funds allocated to the Successor Agency for each fiscal year with the fiscal year commencing July 1, 2008 and ending, subject to the terms of the Financing Plan, in October, 2037 (the "Payment Obligation Period") to make payments due on the Infrastructure Note, and to periodically issue additional bonded indebtedness. In any event any Parity Debt issued at any time during the Payment Obligation Period may have a term of not less than twenty years from the date it is incurred (see, however, "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits" for a provision of the Redevelopment Law which would limit the last day for repayment of Parity Debt to June 30, 2048). It is expected that the Successor Agency will issue additional bonds secured under the Indenture on a parity with the Bonds and the 2018A Bonds, as the Available Non-Housing Tax Increment Funds arising from the Dunes increase as development of the Dunes continues to occur. See "SECURITY FOR THE BONDS—Parity Debt."

The Pledged Non-Housing Funds to be used to pay debt service on the Bonds, the 2018A Bonds and any additional Parity Debt are payable from amounts in the Redevelopment Obligation Retirement Fund of the Successor Agency into which they are deposited. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Merged Redevelopment Projects

The City has three redevelopment project areas which have been fiscally merged, which are collectively referred to in this Official Statement as the "Merged Project Areas." The Merged Project Areas include the Redevelopment Project No. 3, formerly known as the Fort Ord Redevelopment Project Area (the "Fort Ord Project") that was established in 1999, and includes 1,805 acres; the Marina Municipal Airport Area Project (the "Airport Project") that was established in 1997, and includes 1,391 acres; and the Marina Redevelopment Project (the "Marina Project") that was established in 1986, and includes 168 acres. In total, the Merged Project Areas encompass approximately 3,364 acres. The Fort Ord Project and the Airport Project were both part of the decommissioned Fort Ord military base. The Marina Project includes commercial and residential areas in the central part of the City. The three areas were fiscally merged in 2009 by adoption of City Ordinance Nos. 2009-08, 2009-09 and 2009-10.

The Tax Revenues from the Merged Project Areas are required to be deposited to the Redevelopment Property Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund established and maintained by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds." The merger of the three project areas had no effect on the priority of a pledge of tax increment from one of the merged project areas to pay indebtedness incurred and outstanding in that project area at the time of the merger,

and thus had no effect on the provisions of the pledge of the Pledged Non-Housing Funds to the payment of the Bonds.

Tax Increment Financing

Prior to the enactment of AB 1X 26, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopted the redevelopment plan became the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies receiving property taxes thereafter received only that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion of property taxes produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of redevelopment agency obligations.

Authority to Issue Bonds

The Dissolution Act authorizes a successor agency to issue bonds to satisfy enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, and the enforceable obligations also include the obligation to issue bonds secured by that pledge. The Former Agency Obligation, as evidenced by the Financing Plan including the Infrastructure Note, includes such an irrevocable pledge and obligation to issue bonds. The net proceeds of the Bonds will be used to make a payment on the Infrastructure Note.

The Successor Agency approved the issuance of the Bonds on February 19, 2020, the Oversight Board of the Successor Agency approved the issuance of the Bonds on February 27, 2020, and the Department of Finance of the State of California approved the portion of the Oversight Board's Resolution approving the issuance of the Bonds on April 15, 2020. See "THE BONDS—Authority for Issuance."

Security for the Bonds

The Dissolution Act requires the Monterey County Auditor-Controller (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Former Agency from the Merged Project Areas had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, and will be included in the Successor Agency's Recognized Obligation Payment Schedules. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized under the Dissolution Act, such as the Bonds, are taxes allocated to the Successor Agency pursuant to the provisions of the Redevelopment Law and the California State Constitution.

Property tax revenues are allocated to the Successor Agency on a semi-annual basis based on a Recognized Obligation Payment Schedule submitted by the Successor Agency to an oversight board (the "Oversight Board") and the California Department of Finance (the "DOF"). The County Auditor-Controller distributes funds from the Redevelopment Property Tax Trust Fund in the order specified in the Dissolution Act. The Successor Agency's payment obligations under the Former Agency Obligation have been consistently included on the Successor Agency's Recognized Obligation Payment Schedules since the Dissolution Act became effective. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

Pursuant to the Indenture, and in accordance with the Financing Plan, the Bonds are secured by a pledge of the Pledged Non-Housing Funds generated by the Dunes development. Specifically, the Bonds are limited obligations of the Successor Agency payable solely from and secured by the pledge of Pledged Non-Housing Funds deposited to the Redevelopment Obligation Retirement Fund and moneys on deposit in the Series A Debt Service Fund, including the Series 2020A Reserve Account therein, established under the Indenture. As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Historic and Estimated Pledged Non-Housing Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Pledged Non-Housing Funds and the Available Non-Housing Tax Increment Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on certain bonds issued by the Former Agency in 2000, currently outstanding in the principal amount of $375,000 (the "2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that then Tax Revenues will include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution. Pledged Non-Housing Funds is defined in the Indenture as the sum of the Available Non-Housing Tax Increment Funds, together with Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Redevelopment Law that have been subordinated to the payment of the Bonds (see "SECURITY FOR THE BONDS—Pass-Through Payments").

The term "Available Non-Housing Tax Increment Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency pursuant to Sections 33492.71(c)(1)(B) and 33492.71(c)(1)(D) of the Law from the Fort Ord Project area and generated by the Dunes development, less the development's annual proportionate share of: (i) the County administrative charge, (ii) the amount that would have been required, prior to the dissolution of the Former Agency, to be deposited in the Former Agency's Low and Moderate Income Housing Fund (twenty percent (20%) of tax increment revenues), (iii) the Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Law, and (iv) the retention by the Successor Agency of ten percent (10%) of the sum remaining after subtracting amounts under (i) through (iii), above.

Based on the foregoing, **only the Pledged Non-Housing Funds attributable to the Dunes development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series A Debt Service Fund. Moreover, successor agencies have no power to levy property taxes and must rely on the allocation of taxes as described above. See "RISK FACTORS."

Outstanding Parity Debt

On July 26, 2018, the Successor Agency issued $6,905,000 of its Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series A (the "2018A Bonds") under the Indenture, proceeds of which were used to make a lump sum payment on the Infrastructure Note. The Bonds are secured on a parity with the 2018A Bonds under the Indenture, except that amounts in the Reserve Account thereunder secure only the payment of the 2018A Bonds, and amounts in the Series 2020A Reserve Account thereunder secure only the payment of the Bonds. The 2018A Bonds are currently outstanding in the principal amount of $6,535,000.

The Bonds constitute "Parity Debt" under and as defined in the Indenture. The Indenture allows for the issuance of additional Parity Debt subject to the provisions of the Indenture (see "INTRODUCTION—Additional Parity Debt" and "SECURITY FOR THE BONDS—Additional Parity Debt."

Reserve Account

A reserve account (the "Series 2020A Reserve Account") will be established within the Series A Debt Service Fund and held by the Trustee under the Indenture in order to secure the payment of principal of and interest on the Bonds in an amount, as of the Closing Date, equal to the Reserve Requirement. The term "*Reserve Requirement*" means, as of any date of calculation, an amount equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018A Bonds and any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018A Bonds and any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018A Bonds and any additional Parity Debt).

If, on any Interest Payment Date for the Bonds, the amounts on deposit in the Series A Debt Service Fund under the Indenture are not sufficient to pay any principal of and interest due on the Bonds, the Trustee will draw on the Series 2020A Reserve Account to make transfers to the Interest Account, the Principal Account or the Sinking Account of the Series A Debt Service Fund, in that order, to make up any such deficiency. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "—Reserve Account" and APPENDIX A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" for additional information on the Series 2020A Reserve Account.

Under the Indenture, amounts in the Series 2020A Reserve Fund only secure payment of the Bonds, and not any 2018A Bonds or additional Parity Debt. The Successor Agency may, but is not required, to establish a separate reserve fund for any additional Parity Debt that may be issued in the future.

Limited Obligation

The Bonds are limited obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from the Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund and the accounts therein pledged therefore under the Indenture. The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable thereon. **The Bonds are not payable out of any funds other than those pledged to the payment of the Bonds in the Indenture, consisting solely of the Pledged Non-Housing Funds and investment earnings on the amounts in the accounts within the Series A Debt Service Fund.** No member of the Board of Directors of the Successor Agency, officer, agent, or employee of the Successor Agency, or member of the Board of Directors of the Oversight Board or of the County Board of Supervisors, or any person executing the Bonds, is liable personally on the Bonds by reason of their issuance.

Additional Parity Debt

The Indenture permits the issuance of additional Parity Debt secured by a pledge of Available Non-Housing Tax Increment Funds and other amounts pledged to the payment of the Bonds and the 2018A Bonds (except amounts in the Reserve Account, which are pledged only to the payment of the 2018A Bonds, and amounts in the Series 2020A Reserve Account, which are pledged only to the payment of the Bonds) on a parity with the pledge thereof to the payment of the Bonds under the Indenture, under certain circumstances. See "SECURITY FOR THE BONDS—Parity Debt."

Professionals Involved in the Offering

KNN Public Finance, LLC, Oakland, California (the "Municipal Advisor"), has served as municipal advisor to the Successor Agency and has advised the Successor Agency with respect to the financial structure of the Bonds and as to other financial aspects related to the Bonds.

Keyser Marston Associates, Inc., Berkeley, California, has acted as fiscal consultant to the Successor Agency (the "Fiscal Consultant") and advised the Successor Agency as to the taxable values and the revenues projected to be available to pay debt service on the Bonds as referenced in this Official Statement. The report prepared by the Fiscal Consultant is referred to in this Official Statement as the "Fiscal Consultant's Report." See APPENDIX G—FISCAL CONSULTANT'S REPORT.

MUFG Union Bank, N.A., San Francisco, California, will act as Trustee for the Bonds under the Indenture. Applied Best Practices, LLC, Irvine, California will serve as the Dissemination Agent under the Continuing Disclosure Certificate for the Bonds.

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Quint & Thimmig LLP is also acting as Disclosure Counsel to the Successor Agency for the Bonds. Goldfarb & Lipman LLP, Oakland, California, acting as general counsel to the Successor Agency, will render an opinion as to certain legal matters on behalf of the Successor

Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel.

Further Information

Brief descriptions of the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Successor Agency, the Former Agency, the Former Agency Obligation and the Dunes portion of the Merged Project Areas are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Constitution and the laws of the State, the Former Agency Obligation, as well as the proceedings of the Former Agency and the Successor Agency, are qualified in their entirety by reference to such documents and laws. References in this Official Statement to the Bonds are qualified in their entirety by the form thereof included in the Indenture and by the provisions of the Indenture.

During the period of the offering of the Bonds, copies of the forms of all documents described herein are available upon written request from the City of Marina, 211 Hillcrest Avenue, Marina, California 93933, Attention: Finance Director. The City may impose a charge for the copying, mailing and handling of documents.

FINANCING PLAN

The Infrastructure Note

As described under the heading "INTRODUCTION—The Former Agency Obligation," the Former Agency entered into various agreements with the Developer that obligated the Former Agency to use Available Non-Housing Tax Increment Funds arising during the Payment Obligation Period to reimburse the Developer for Eligible Project Costs incurred by the Developer, as evidenced by the Infrastructure Note. Eligible Project Costs include costs of the Dunes development attributable to land development and on-site and off-site public improvements paid by the Developer under the terms of the DDA and development approvals related thereto, and also may include fees imposed by the Fort Ord Reuse Authority for certain infrastructure, and certain amounts that may be attributable to increases in fees of the Marina Coast Water District related to collection and capacity charges for sewer and water associated with the Dunes development. To date, the Developer has submitted two invoices, one to the Former Agency and one to the Successor Agency, detailing a total of $98,717,455 of Eligible Project Costs, of which $87,673,022 remains unpaid.

The first payment of Available Non-Housing Tax Increment Funds on the Infrastructure Note was made to the Developer in the second quarter of 2009, with payments continuing since then. Proceeds of the 2018A Bonds were used to make a lump sum payment on the Infrastructure Note on July 26, 2018. The Developer has agreed to waive its rights to direct payment of the Available Non-Housing Tax Increment Payments to it under the Infrastructure Note, to the use of such funds for the payments due on the Bonds, the 2018A Bonds and any additional Parity Debt. The proceeds of the Bonds (and of any additional Parity Debt) used to make a payment to Developer will be credited to the amount due by the Successor Agency to the Developer on the Infrastructure Note.

Any balance of the Infrastructure Note not paid from Available Non-Housing Tax Increment Funds arising during the Payment Obligation Period, or from proceeds of the Bonds or additional Parity Debt issued or incurred during the Payment Obligation Period, will

effectively be forgiven. Under the provisions of the Former Agency Obligation, the Payment Obligation Period ends in October, 2037. Parity Debt incurred during the Payment Obligation Period may have term of not less than twenty (20) years from the date it is incurred (see, however, "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits" for a provision of the Redevelopment Law which would limit the last day for repayment of Parity Debt to June 30, 2048).

In addition to providing for a payment to the Developer on the Infrastructure Note, the proceeds of the Bonds will be used to fund a Series 2020A Reserve Account for the Bonds and to pay the costs of issuance of the Bonds. Funds pledged under the Indenture to the payment of the Series B Bonds (see "—Related Obligation" below) are not in any way pledged to, or will be available for, payment of the debt service on the Bonds.

The Indenture allows for the issuance of additional Parity Debt, secured under the Indenture on a parity with the Bonds and the 2018A Bonds (except that amounts in the Reserve Account that are pledged solely to the payment of the 2018A Bonds and amounts in the Series 2020A Reserve Account are pledged solely to the payment of the Bonds), during the Payment Obligation Period. See "SECURITY FOR THE BONDS—Parity Debt."

Related Obligation

The Former Agency Obligation, including the Financing Plan, provided for the issuance by the Former Agency of the Housing Note, in addition to the Infrastructure Note, to evidence an obligation of the Former Agency (and now of the Successor Agency) to reimburse the Developer for Eligible LMIHF Costs. The Successor Agency issued its Housing Tax Allocation Bonds, Series 2018B on July 26, 2018 in the initial principal amount of $6,585,000 (the "2018B Bonds"), and is issuing its Housing Tax Allocation Bonds, Series 2020B (together with the 2018B Bonds, the "Series B Bonds") concurrent with the issuance of the Bonds proceeds of which have been, and will be, as applicable, used to make lump sum payments in respect of the amount owing under the Housing Note. The Successor Agency has issued and is issuing the Series B Bonds, as applicable, under the Indenture, which are secured by a pledge of Available LMIHF Funds and amounts in a Series B Debt Service Fund established under the Indenture. The Available Non-Housing Tax Increment Funds and amounts in the Series A Debt Service Fund are not pledged to or available for the payment of debt service on the Series B Bonds, and the Available LMIHF Funds and amounts in the Series B Debt Service Fund are not pledged to or available for the payment of debt service on the Bonds, the 2018A Bonds or any additional Parity Debt. See "SECURITY FOR THE BONDS—Series B Bonds."

Sources and Uses of Funds

The sources and uses of funds for the financing are summarized below.

Sources:	
Principal Amount of Bonds	$
Plus: Original Issue Premium	
Plus: Available Non-Housing Funds held by the Successor Agency	
Total Sources	$
Uses:	
Deposit to Developer Payment Fund(1)	$
Deposit to Reserve Account(2)	
Costs of Issuance(3)	
Total Uses	$

(1) To be used to make a lump sum payment on the Infrastructure Note on the date of issuance of the Bonds. See "FINANCING PLAN— The Infrastructure Note."
(2) Equal to the initial Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS-Reserve Account."
(3) Costs of issuance include the Underwriter's discount, fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, the Trustee, the City, the Successor Agency and Successor Agency counsel, printing expenses and other costs related to the issuance of the Bonds.

Debt Service Schedule

The following table shows the annual debt service schedule for the Bonds and the 2018A Bonds, assuming no optional redemption of the Bonds or the 2018A Bonds prior to their respective maturities.

Bond Year Ending	2018A Bonds		Bonds		
September 1	Principal	Interest	Principal	Interest	Total
Totals					

THE BONDS

Authority for Issuance

The Bonds were authorized to be issued, and the Indenture was authorized to be executed, by the Successor Agency pursuant to Resolution No. 2020-01 (SA-MRA), adopted by the Board of Directors of the Successor Agency on February 19, 2020. The issuance of the Bonds by the Successor Agency was approved by the Oversight Board of the Successor Agency pursuant to its Resolution No. 2020-10, adopted on February 27, 2020 (the "Oversight Board Resolution").

Pursuant to the Dissolution Act, written notice of the adoption of the Oversight Board Resolution was provided to the DOF. On April 15, 2020, the DOF provided a letter to the Successor Agency stating that based on the DOF's review and application of the law, the portion of the Oversight Board Resolution approving the issuance of the Bonds is approved by the DOF.

Section 34177.5 of the Dissolution Act provides that when, as here, a successor agency issues bonds with the approval of the oversight board and the DOF, the oversight board may not unilaterally approve any amendments to or early termination of the bonds, and the scheduled payments on the bonds shall be listed in the Recognized Obligation Payment Schedules and are not subject to further review and approval by the DOF or the California State Controller.

Description of the Bonds

The Bonds will be issued and delivered in fully-registered form without coupons in the denomination of $5,000 or any integral multiple thereof for each maturity of each series of the Bonds, initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of all of the Bonds. The initially executed and delivered Bonds will be dated the date of delivery (the "Closing Date") and will mature on September 1 in the years and in the principal amounts shown on the inside cover page of this Official Statement.

Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months at the rates shown on the inside cover page of this Official Statement, payable semiannually on March 1 and September 1 in each year, commencing on September 1, 2020, by check mailed to the registered owners thereof or upon the request of the Owners of $1,000,000 or more in principal amount of Bonds, by wire transfer to an account in the United States which shall be designated in written instructions by such Owner to the Trustee on or before the applicable Record Date. Record Date is defined in the Indenture as, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX C—BOOK-ENTRY ONLY SYSTEM.

Redemption

Optional Redemption. The Bonds maturing on or before September 1, ____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, ____, are subject to redemption at the option of the Successor Agency, on any date on or after September 1, ____, in whole or in part, among such maturities as are determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities) and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of

the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, ____ to August 31, ____	%
September 1, ____ to August 31, ____	
September 1, ____ to August 31, ____	
September 1, ____ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____ , and on each September 1 thereafter to and including September 1, ____ , at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____ , and on each September 1 thereafter to and including September 1, ____ , at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 2038 Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

Notice of Redemption. The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid) notice of any redemption at least thirty but not more than sixty days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem Bonds; but such mailing is not a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the Bonds to be redeemed, state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered (except for mandatory Sinking Account redemptions) at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds, the notice of redemption may also state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of the Indenture.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection in such manner as the Trustee shall deem appropriate and shall notify the Successor Agency thereof. All Bonds redeemed shall be canceled.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of Bonds and less than all Bonds then currently outstanding are called for redemption, the Trustee will select Bonds for redemption from Bonds then currently Outstanding and not previously called for redemption, at the written direction of the Successor Agency in such order of maturity as shall be designated by the Successor Agency, and in the absence of such direction, *pro rata* among maturities and by lot within a maturity. The Trustee will promptly notify the Successor Agency in writing of the Bonds so selected for redemption.

THE DISSOLUTION ACT

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act.

The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the Former Agency, with the same lien priority and legal effect as if the bonds had been issued prior to the effective date of AB 1X 26, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedule. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules" and "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds authorized by the Dissolution Act to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, effectively including the Pledged Non-Housing Funds pledged to the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution.

Pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution and as provided in the Redevelopment Plans for each of the Merged Project Areas, taxes levied upon taxable property in the Merged Project Areas each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the respective ordinances approving the several Redevelopment Plans, or the effective dates of ordinances approving amendments to the several Redevelopment Plans that added territory are to be divided as follows:

(a) To Taxing Agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the respective Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the related Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the respective Redevelopment Plan that added territory to the related Redevelopment Project, as applicable (each, a "base year valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) To the Former Agency/Successor Agency: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and

when collected shall be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within limitations established by the applicable Redevelopment Plan, following the date of issuance of the Bonds, when collected will be paid into a special fund of the Successor Agency. Section 34172 of the Dissolution Act provides that, for purposes of section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund shall be deemed to be a special fund of the Successor Agency to pay the debt service on indebtedness incurred by the Former Agency or the Successor Agency to finance or refinance the redevelopment projects of the Former Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

In addition, pursuant to section 34187 of the Dissolution Act, funds associated with retired enforceable obligations are required to be reallocated to taxing agencies as regular property taxes and not deposited into the Redevelopment Property Tax Trust Fund for the Successor Agency at all (however, section 34187(a)(2) of the Dissolution Act provides for retention of funds by the Successor Agency to the extent needed for payment of enforceable obligations upon authorization by the DOF).

Recognized Obligation Payment Schedules

Submission of Recognized Obligation Payment Schedule. The Dissolution Act requires successor agencies to periodically prepare, and submit to the DOF and the County Auditor-Controller for approval, an oversight board-approved recognized obligation payment schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation.

Commencing on February 1, 2016, successor agencies were transitioned to an annual Recognized Obligation Payment Schedule process pursuant to which successor agencies are required to file Recognized Obligation Payment Schedules with the DOF and the County Auditor-Controller for approval on or before each February 1 for the July 1 through June 30 period immediately following such February 1. For example, on February 1, 2020, the Successor Agency was required to file a Recognized Obligation Payment Schedule for the period commencing July 1, 2020 through June 30, 2021.

In addition, commencing on January 1, 2016, successor agencies that have received a Finding of Completion and the concurrence of the DOF as to the items that qualify for payment, among other conditions, may at their option, file a "Last and Final" Recognized Obligation Payment Schedule. If approved by the DOF, the Last and Final Recognized Obligation Payment Schedule will be binding on all parties, and the Successor Agency will no longer submit a Recognized Obligation Payment Schedule to the DOF or the Oversight Board. The county auditor-controller will remit the authorized funds to the Successor Agency in accordance with the approved Last and Final Recognized Obligation Payment Schedule until each remaining enforceable obligation has been fully paid. A Last and Final Recognized Obligation Payment Schedule may only be amended twice, and only with approval of the DOF and the County Auditor-Controller. Even though the Successor Agency has received a Finding of Completion from the DOF (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT

AGENCY—Status of Compliance With the Dissolution Act"), the Successor Agency has no current plans to file a Last and Final Recognized Obligation Payment Schedule.

Payment of Amounts Listed on the Recognized Obligation Payment Schedule. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency or the successor agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency or the successor agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and, under certain circumstances, amounts borrowed from the successor agency's low and moderate income housing fund. As described under "INTRODUCTION—The Former Agency Obligation" the Former Agency Obligation, which includes the Infrastructure Note, has been included on the Successor Agency's Recognized Obligation Payment Schedules that have been approved by the Oversight Board and the DOF. The Bonds and the payment on the Infrastructure Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF.

A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by a bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Sources of Payments for Enforceable Obligations. Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the low and moderate income housing fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance (successor agencies are entitled to receive not less than $250,000, unless that amount is reduced by the oversight board), (v) the Redevelopment Property Tax Trust Fund (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the redevelopment agency, as approved by the Oversight Board). Pursuant to SB 107, the functions of the Oversight Board will be assumed by an oversight board established for all successor agencies within the County commencing on July 1, 2018.

The Dissolution Act provides that only those payments listed in the Recognized Obligation Payment Schedule may be made by a successor agency and only from the funds specified in the Recognized Obligation Payment Schedule.

Order of Priority of Distributions from Redevelopment Property Tax Trust Fund. Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, and despite the provisions of the Dissolution Act which now provide for annual submissions by successor agencies of Recognized Obligation Payment Schedules (see discussion above under "Submission of Recognized Obligation Payment Schedules"), a county auditor-controller is to distribute funds for each six-month period after deducting permitted administrative costs of the County Auditor-Controller pursuant to Section 34183(a) of the Dissolution Act (which are deducted from deposits to the Redevelopment Property Tax Trust Fund prior to making distributions), in the following order as specified in section 34183 of the Dissolution Act:

(i) first, subject to certain adjustments for subordinations to the extent permitted under the Dissolution Act, if any (as described above under "SECURITY FOR

THE BONDS—Pass-Through Payments") and no later than each January 2 and June 1, amounts required for pass-through payments such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including negotiated pass-through agreements and statutory pass-through obligations;

(ii) second, on each January 2 and June 1, to the successor agency for payments listed in its Recognized Obligation Payment Schedule, with debt service payments scheduled to be made for tax allocation bonds having the highest priority over payments scheduled for other debts and obligations listed on the Recognized Obligation Payment Schedule;

(iii) third, on each January 2 and June 1, to the successor agency for the administrative cost allowance, as defined in the Dissolution Act; and

(iv) fourth, on each January 2 and June 1, to taxing entities any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by clauses (i) through (iii), in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in that fiscal year (without giving effect to any pass-through obligations that were established under the Redevelopment Law).

Failure to Submit a Recognized Obligation Payment Schedule. The Recognized Obligation Payment Schedule must be approved by the oversight board, and the oversight board-approved Recognized Obligation Payment Schedule must be submitted by a successor agency to the county auditor-controller and the DOF by February 1 of each year. If the successor agency does not submit a Recognized Obligation Payment Schedule by the applicable deadline, the city or county that established the former redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, if a successor agency does not submit a Recognized Obligation Payment Schedule within 10 days of the deadline, the successor agency's maximum administrative cost for the applicable period is reduced by twenty-five percent.

However, the Dissolution Act provides that, if a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the successor agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see "RISK FACTORS—Recognized Obligation Payment Schedule." To date, the Successor Agency has timely filed all required Oversight Board-approved Recognized Obligation Payment Schedules with the County Auditor-Controller and the DOF.

SECURITY FOR THE BONDS

The Bonds are secured by a pledge of the Pledged Non-Housing Funds. However, only the Pledged Non-Housing Funds deposited to the Series A Debt Service Fund will be used to repay the Bonds. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "THE DUNES PORTION OF THE MERGED PROJECT AREAS."

Pledge Under the Indenture

Except as explicitly provided otherwise in the Indenture, the Bonds, the 2018A Bonds and any additional Parity Debt are equally secured by a pledge and lien on all of the Pledged Non-

Housing Funds and by a first and exclusive pledge and lien upon all of the moneys in the Series A Debt Service Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account therein) without preference or priority for issue, number, dated date, sale date, date of execution or date of delivery. The Bonds (exclusive of the 2018A Bonds and any additional Parity Debt) are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020A Reserve Account within the Series A Debt Service Fund. Except for the Available Non-Housing Tax Increment Funds and such moneys, no funds or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

In consideration of the acceptance of the Bonds by owners of the Bonds, the Indenture is deemed to be and constitutes a contract between the Successor Agency and the Trustee for the benefit of the Owners from time to time of the Bonds, and the covenants and agreements set forth in the Indenture to be performed on behalf of the Successor Agency are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or in the Indenture.

Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds

As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Pledged Non-Housing Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Pledged Non-Housing Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series A Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018A Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series A Debt Service Fund. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Historic and Estimated Pledged Non-Housing Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available Non-Housing Tax Increment Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on the 2000 Bonds. The outstanding principal amount of the 2000 Bonds is $375,000 with a maximum annual debt service obligation of $47,138 (see "SECURITY FOR THE BONDS—The 2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that Tax Revenues shall include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax

increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

Before it was amended by the Dissolution Act, the Redevelopment Law required the Former Agency to set aside not less than 20% of all tax increment generated in the Redevelopment Project into a low and moderate income housing fund to be used for the purpose of increasing, improving and/or preserving the supply of low and moderate income housing. These tax increment revenues were commonly referred to as "Housing Set-Aside." The Dissolution Act eliminated the Housing Set-Aside requirement. Since a deduction for the Housing Set-Aside is no longer required, amounts that were previously required to be deposited in the housing fund are now included in Tax Revenues. The revenues pledged to the payment of the Series B Bonds under the Indenture (see "FINANCING PLAN—Related Obligation") consist primarily of the former Housing Set-Aside Funds, which are explicitly not included in the Pledged Non-Housing Funds or the Available Non-Housing Tax Increment Funds.

Pledged Non-Housing Funds is defined in the Indenture as the sum of the Available Non-Housing Tax Increment Funds, together with Statutory Pass-Through Amounts allocable to the Dunes development that are payable to taxing entities (other than to the Fort Ord Reuse Authority) pursuant to Sections 33492.71 and 33492.78 of the Redevelopment Law that have been subordinated to the payment of the Bonds (see "SECURITY FOR THE BONDS—Pass-Through Payments").

The term "Available Non-Housing Tax Increment Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency pursuant to Sections 33492.71(c)(1)(B) and 33492.71(c)(1)(D) of the Law from the Fort Ord Project and generated by the Dunes development, less the development's annual proportionate share of: (i) the County administrative charge, (ii) the amount that would have been required, prior to the dissolution of the Former Agency, to be deposited in the Former Agency's Low and Moderate Income Housing Fund, (iii) the Statutory Pass-Through Amounts payable to taxing entities (other than the City) pursuant to Sections 33492.71 and 33492.78 of the Law (see "SECURITY FOR THE BONDS—Pass Through Payments"), and (iv) the retention by the Successor Agency of ten percent of the sum remaining after subtracting amounts under (i) through (iii), above. Based on the foregoing, **only the Pledged Non-Housing Funds attributable to the Dunes development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series A Debt Service Fund.

The Successor Agency has covenanted and agreed in the Indenture to claim the full amount of the Pledged Non-Housing Funds, and the Indenture provides that it shall not seek or permit a deferral or reduction of or other exception to the allocation and payment of the Pledged Non-Housing Funds to the Successor Agency, all as provided in the Financing Plan. The Successor Agency has agreed in the Indenture to take all actions required of it under the Financing Plan to compute the Pledged Non-Housing Funds and the Available Non-Housing Tax Increment Funds and to make the transfers of Pledged Non-Housing Funds from the Redevelopment Obligation Retirement Fund to the Trustee as provided in the Indenture. See Section 6.6 of the Fiscal Consultant's Report in Appendix G for the manner in which the Successor Agency periodically determines the amount of the Available Non-Housing Tax Increment Funds, and the Pledged Non-Housing Funds to be included on the ROPS.

Flow of Funds Under the Indenture

General. The Successor Agency previously established the Redevelopment Obligation Retirement Fund pursuant to section 34170.5(a) of the Dissolution Act and has agreed in the Indenture to hold and maintain the Redevelopment Obligation Retirement Fund as long as any of the Bonds, the 2018A Bonds and any additional Parity Debt are Outstanding.

Deposit in Redevelopment Obligation Retirement Fund; Transfer to Series A Debt Service Fund. The Indenture provides that the Successor Agency shall deposit the Tax Revenues received by it on any RPTTF Distribution Date into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein that constitute Pledged Non-Housing Funds (i) to the Trustee for deposit by the Trustee in the Series A Debt Service Fund established and held by the Trustee under this Indenture until such time during the then ROPS Payment Period as the amounts so transferred to the Series A Debt Service Fund equal the aggregate amounts required to be deposited by the Trustee into the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, the Series 2020A Reserve Account and the Redemption Account of the Series A Debt Service Fund on the March 1 or September 1, as applicable, occurring during such ROPS Payment Period pursuant to the Indenture; and (ii) for deposit during the then ROPS Payment Period in the funds and accounts established with respect to additional Parity Debt, as provided in any Supplemental Indenture.

The portion of the Tax Revenues that are not Pledged Non-Housing Funds are in no way pledged to the payment of the Bonds or any Parity Debt and are not to be deposited by the Successor Agency to the Series A Debt Service Fund (and if for any reason any have been so deposited they may be removed therefrom).

Except as may otherwise be required by the provisions of the Indenture with respect to the possible distribution of Tax Revenues in respect of reserves to assure timely payment of the Bonds (see APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE) and as a possible consequence of Redevelopment Plan limitations (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits"), any Pledged Non-Housing Funds received by the Successor Agency and held in the Redevelopment Obligation Retirement Fund following each RPTTF Distribution Date, to the extent remaining after making the transfers provided for in the second preceding paragraph to the Series A Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, are released from the pledge and lien under the Indenture which secures the Bonds (including the 2018A Bonds and any additional Parity Debt) and will be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

Deposit of Amounts by Trustee – Series A Debt Service Fund. There is established under the Indenture a trust fund to be known as the Series A Debt Service Fund, which will be held by the Trustee under the Indenture in trust. Except with respect to funds to be used to optionally redeem the Bonds (which shall be deposited directly to the Redemption Account), moneys in the Series A Debt Service Fund will be transferred by the Trustee in the following amounts, at the following times to the following respective special accounts within the Series A Debt Service Fund, in the following order of priority:

> Interest Account. On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds

and any Parity Debt as it becomes due and payable (including accrued interest on any Bonds and Parity Debt redeemed prior to maturity pursuant to the Indenture).

Principal Account. On or before the Business Day preceding each March 1 Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Principal Account an amount equal to sixty percent of the principal payments coming due and payable on the Outstanding Bonds and any Parity Debt on the next September 1, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Principal Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt on the next September 1 and the amount then on deposit in the Principal Account, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds and any Parity Debt as it becomes due and payable.

Sinking Account. On or before the Business Day preceding each March 1 Interest Payment Date, commencing with the first such date which is six months prior to the date on which principal (or any mandatory sinking payment) is due on any of the Bonds that are Term Bonds or Parity Debt that constitutes Term Bonds, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Sinking Account an amount equal to sixty percent of the sinking account payments becoming due and payable on any Bonds and any Parity Debt that constitute Term Bonds on the next September 1, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, commencing with the first such date on which principal (or any mandatory sinking payment) is due on any Bonds or related Parity Debt that are Term Bonds, the Trustee shall transfer funds from the Series A Debt Service Fund for deposit in the Sinking Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt that constitute Term Bonds on the next September 1 and the amount then on deposit in the Sinking Account, to the extent of any monies on deposit in the Series A Debt Service Fund available therefor. No such transfer and deposit need be made to the Sinking Account if the amount contained therein is at least equal to the sinking account payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt that constitute Term Bonds. Subject to this Indenture, all moneys in the Sinking Account will be used and withdrawn by the Trustee solely for the purpose of paying the aggregate principal amount of the Term Bonds that are Bonds or Parity Debt required to be redeemed on such September 1 pursuant to the provisions of the Indenture or the document providing for the issuance of the related Parity Debt that constitutes Term Bonds.

Reserve Accounts. If, on the Business Day before any Interest Payment Date, the amount in the Reserve Account or in the Series 2020A Reserve Account is less than the Reserve Requirement for the 2018A Bonds or the Reserve Requirement for the Bonds, respectively, or the amount in any reserve account established for any additional Parity Debt, is less than the applicable reserve requirement for such additional Parity Debt, the Trustee shall transfer funds from the Series A Debt Service Fund to the Reserve Account, the Series 2020A Reserve Account and any such reserve account for any additional Parity Debt in the amount of the respective short fall. If there shall then not be sufficient funds

in the Series A Debt Service Fund to transfer an amount sufficient to maintain the Reserve Requirement for the 2018A Bonds on deposit in the Reserve Account, the amount in the Series 2020A Reserve Account to maintain the Reserve Requirement for the Bonds, and any reserve requirement for any additional Parity Debt on deposit in a reserve account for such additional Parity Debt, the Trustee shall transfer the available funds from the Series A Debt Service Fund to the Reserve Account, the Series 2020A Reserve Account and each such reserve account for any additional Parity Debt pro rata (based on the amount of the then Reserve Requirement for the 2018A Bonds and for the Bonds, respectively, and any reserve requirement for outstanding Parity Debt), and the Trustee shall be obligated to continue making transfers as funds become available in the Series A Debt Service Fund pro rata until there is an amount sufficient to maintain the Reserve Requirement for the 2018A Bonds, the Reserve Requirement for the Bonds on deposit in the Reserve Account and the Series 2020A Reserve Account, respectively, and to maintain the reserve requirement for additional Parity Debt on deposit in the reserve account for such Parity Debt. No such transfer and deposit need to be made to (i) the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement for the 2018A Bonds, (ii) to the Series 2020A Reserve Account so long as there shall be on deposit in the Series 2020A Reserve Account a sum at least equal to the Reserve Requirement for the Bonds, or (iii) any reserve account for any additional Parity Debt so long as there shall be on deposit therein a sum at least equal to the reserve requirement for such Parity Debt.

Redemption Account. On or before any date on which Bonds or 2018 Bonds are to be redeemed pursuant to the optional redemption provisions of the Indenture, the Trustee shall withdraw from the Series A Debt Service Fund and transfer to the Redemption Account an amount required to pay the principal of and interest on the Bonds and the 2018 Bonds to be redeemed on such date, taking into account any funds then on deposit in the Redemption Account. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account of the Series A Debt Service Fund. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Bonds and the 2018 Bonds to be redeemed on the respective dates set for such redemption.

Reserve Account

The Indenture establishes a Series 2020A Reserve Account within the Series A Debt Service Fund, amounts in which only secure payment of the Bonds. On the Closing Date, Bond proceeds in an amount equal to the Reserve Requirement for the Bonds will be deposited to the Series 2020A Reserve Account. Reserve Requirement for the Bonds is defined in the Indenture as an amount, as of any date of calculation, equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018A Bonds or any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018A Bonds or any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018A Bonds or any additional Parity Debt).

If, on any Interest Payment Date, the moneys available in the Interest Account, Principal Account and/or the Sinking Account of the Series A Debt Service Fund do not equal the amount of the principal and interest on the Bonds (not including the 2018A Bonds or any additional Parity Debt) then coming due and payable, the Trustee shall apply any moneys available in the Series 2020A Reserve Account to make delinquent amounts with respect to the Bonds by transferring the amount necessary for this purpose to the Interest Account, the Principal Account and/or the Sinking Account, in that order, of the Series A Debt Service Fund.

Under the Indenture, amounts in the Series 2020A Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account of the Series A Debt Service Fund as described in the preceding paragraph or for the retirement of all the Bonds then Outstanding, except that so long as no Event of Default has occurred and is then continuing under the Indenture, any amount in the Series 2020A Reserve Account in excess of the Reserve Requirement for the Bonds (as determined by the Trustee based upon a valuation of investments held in such account performed in accordance with the Indenture) will be withdrawn from the Series 2020A Reserve Account semiannually on or before the second Business Day preceding each Interest Payment Date by the Trustee and deposited in the Interest Account of the Series A Debt Service Fund. Pursuant to the Indenture, all amounts in the Series 2020A Reserve Account on the second Business Day preceding the final Interest Payment Date will be withdrawn from the Series 2020A Reserve Account and will be transferred either (i) to the Interest Account, the Principal Account and the Sinking Account of the Series A Debt Service Fund, in such order, to the extent required to make the deposits required to be made on such Interest Payment Date pursuant to the Indenture, or (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make such deposits then, at the Written Request of the Successor Agency, to the Successor Agency to be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

The Indenture provides for a Reserve Account, and the amount therein is exclusively pledged as security for the 2018A Bonds. The Successor Agency may, but is not required, to establish reserve accounts in connection with the issuance of any additional Parity Debt. Any such reserve account would only secure the payment of the related additional Parity Debt and would not be available to make payments on the Bonds.

Limited Obligation

The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable therefor. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No member of the Board of Directors of the Successor Agency or of the Oversight Board, or member of the Board of Supervisors of the County, shall be individually or personally liable for the payment of the principal of or interest or redemption premium (if any) on the Bonds. The Bonds are only payable from the Pledged Non-Housing Funds and investment earnings on amounts in the accounts within the Series A Debt Service Fund. See "SECURITY FOR THE BONDS."

Recognized Obligation Payment Schedules

Dissolution Act Covenant by the Successor Agency. The Successor Agency has covenanted in the Indenture that it will comply with the requirements of the Dissolution Act necessary so as to not materially adversely affect the payment of and security for the Bonds.

In the Indenture the Successor Agency covenants and agrees that it will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds and any Parity Debt (including, without limitation, any mandatory sinking fund redemption payments), as well as any amount required under the Indenture to replenish the Reserve Account, in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the County's Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Redevelopment Obligation Retirement Fund on each RPTTF Distribution Date amounts required for the Successor

Agency to pay principal of, and interest on, the Bonds and any Parity Debt coming due in the respective ROPS Payment Period corresponding to such RPTTF Distribution Date pursuant to the Dissolution Act (including but not limited to Section 34177 therein).

Without limiting the generality of the foregoing, the Successor Agency additionally covenants and agrees that, not later than February 1, 2019 and each February 1 thereafter (or at such other time as may be required by the Dissolution Act) for so long as any Bonds or any Parity Debt remain outstanding, the Successor Agency will submit to the California Department of Finance and to the County's Auditor-Controller an Oversight Board-approved ROPS that provides for the distribution of the following amounts (but only to the extent that such amounts do not exceed the Available Non-Housing Tax Increment Funds, and only to the extent that other amounts on deposit in the Redevelopment Property Tax Trust Fund or the Redevelopment Obligation Retirement Fund reserved for payment of debt service on the Bonds or any Parity Debt or on deposit in the Series A Debt Service Fund with respect to the Bonds are insufficient therefor):

(i) for distribution on each June 1: from the Pledged Non-Housing Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding September 1, an amount equal to the principal amount coming due and payable on the Bonds and any Parity Debt on the next September 1, less any amount then on deposit in the Principal Account (with respect to principal due on the Bonds and any Parity Debt) and in the Sinking Account (with respect to sinking fund payments or principal due on the Bonds and any Parity Debt that are Term Bonds) of the Series A Debt Service Fund by reason of the amount described in clause (ii) below; and

(ii) for distribution on each January 2: from the Pledged Non-Housing Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding March 1, and sixty percent (60%) of the principal amount (including any sinking fund payments) coming due and payable on the Bonds and any Parity Debt on the next September 1; and

(iii) if the Successor Agency determines it is necessary to ensure timely payment of debt service on the Bonds or any Parity Debt, the Successor Agency may also collect on each January 2 or June 1, as necessary, a reserve to be held for debt service on the Bonds and any Parity Debt on March 1 and September 1 of the next succeeding calendar year; and

(iv) any amounts required to replenish the Reserve Account, and any reserve account established under any Parity Debt instrument.

In addition, the Successor Agency covenants that, if the amount of Pledged Tax Revenues expected to be available with respect to a ROPS Payment Period will be insufficient to pay required debt service on the Bonds and any Parity Debt and all other required amounts payable from the Redevelopment Obligation Retirement Fund during such ROPS Payment Period, it shall, on or before the May 1 or December 1, as applicable, preceding such ROPS Payment Period (or such other date as otherwise may be specified in the Dissolution Act), file a Notice of Insufficiency with the County Auditor-Controller in accordance with the Dissolution Act (including, but not limited to, paragraph (b) of Section 34183 therein).

The Indenture also obligates the Successor Agency to include on the ROPS amounts due on the Series B Bonds to the extent of the Available LMIHF Funds at times and in respective amounts similar to those described in the second preceding paragraph above.

County Administrative Fees

Chapter 466, Statutes of 1990 (referred to as SB 2557), permits the County to withhold a portion of annual tax revenues for the recovery of County charges related to property tax administration services to cities in an amount equal to their property tax administration costs proportionately attributable to cities. SB 2557, and subsequent legislation under SB 1559 (Statutes of 1992), permitted counties to charge all jurisdictions, including redevelopment agencies, on a year-to-year basis. Section 34182(a)(3) of the California Health and Safety Code also provides for recovery of county costs in connection with performing duties related to the dissolution of redevelopment agencies. The Fiscal Consultant has advised that the fiscal year 2018-19 charges allocable to the Fort Ord Project (in which the Dunes development is located) equated to approximately 1.44% of the secured and unsecured Redevelopment Property Tax Trust Fund revenues of the Fort Ord Project, and that the Fiscal Consultant's projections of Available Non-Housing Tax Increment Funds assume that such administrative costs will continue to be charged at approximately the same percentage in the current and future fiscal years. The Fiscal Consultant has deducted such amounts in determining the Pledged Non-Housing Funds expected to be available to make payments on the Bonds.

Pass-Through Payments

The Successor Agency is obligated to remit certain Statutory Pass-Through Amounts to various taxing agencies from tax revenues allocable to the Successor Agency. The Successor Agency has taken all actions necessary to subordinate the pass through payments to all taxing agencies applicable to the determination of Pledged Non-Housing Funds, other than the Fort Ord Reuse Authority ("FORA"), to the payments due on the Bonds. The pass-through payment obligations for the Fort Ord Project constituting Statutory Pass-Through Amounts that reduce the Pledged Non-Housing Funds are determined pursuant to the Fort Ord section of Redevelopment Law, constituting California Health and Safety Code sections 33492.71 and 33492.78. Pass-through payment obligations applicable to the Marina Project Area and Airport Project Area do not affect the determination of Pledged Non-Housing Funds. Accordingly, the Fiscal Consultant has deducted only the pass through payments to FORA for purposes of the revenue projections presented in the Fiscal Consultant's Report and in Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," and pass through payments to other taxing agencies are not deducted.

See Section 3.2 of the Fiscal Consultant's Report in Appendix G for a detailed description of the FORA Statutory Pass-Through Payments. Pursuant to Section 67700 of the California Government Code, FORA is to be dissolved no later than June 30, 2020, and section 33492.78 of the California Health and Safety Code provides that, following the dissolution of FORA, funds formerly allocated to FORA will be redistributed with 38% allocated to the County, 8% to other taxing agencies, and 54% will be available to the Successor Agency. However, the Successor Agency has been advised that FORA intends to incur debt payable from its share of RPTTF funds, and amounts necessary for debt service on that debt will continue to be allocated to FORA prior to the redistribution of funds to other taxing agencies. The Fiscal Consultant has advised that, for purposes of the revenue projections presented on Tables 6.0 to 7.3 in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," it is assumed that 100% of revenues available for allocation to FORA will be utilized for payment of debt service on proposed FORA bonds and other debt obligations and administrative expenses related thereto through June 10, 2038.

Once all outstanding debt obligations of FORA as of its dissolution on June 30, 2020 have been fully paid, FORA's share of property tax revenues otherwise allocated to the Successor

Agency will be part of the Tax Revenues deposited to the Redevelopment Property Tax Trust Fund and, to the extent they constitute Pledged Non-Housing Funds, will be available for transfers to the Series A Debt Service Fund.

The 2000 Bonds

The 2000 Bonds were issued prior to the fiscal merger of the Merged Project Areas and are secured by a pledge of Redevelopment Property Tax Trust Fund revenues derived from the Airport Project only. The outstanding principal of the 2000 Bonds is $375,000, the maximum annual debt service on the 2000 Bonds is $47,138, and the final maturity of the 2000 Bonds is January 1, 2030. While payments on the 2000 Bonds are deducted from the amount of Tax Revenues generated by the Merged Project Areas available for inclusion in the Pledged Non-Housing Funds, payments on the 2000 Bonds are not expected to affect the amount of Pledged Non-Housing Funds because Redevelopment Property Tax Trust Fund revenues derived from the Airport Project and the Marina Project are sufficient to pay debt service on the 2000 Bonds without utilizing any such revenues derived from the Fort Ord Project in which the Dunes development is located. The Fiscal Consultant has advised that in fiscal year 2018-19, net Redevelopment Property Tax Trust Fund revenues from the Airport Project and Marina Project were approximately $979,000, which is well in excess of the $47,138 maximum annual debt service for the 2000 Bonds. Accordingly, payments on the 2000 Bonds have not been deducted by the Fiscal Consultant from Pledged Non-Housing Funds for purposes of its revenue projections in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Parity Debt

"Parity Debt" means any loan, advances or indebtedness issued or incurred by the Successor Agency, secured by a pledge of Pledged Non-Housing Funds on a parity with the Bonds pursuant to the Indenture. The Indenture permits the issuance of Parity Debt but only (i) to make payments on the Infrastructure Note, as permitted under section 34177.5(a)(4) of the Law; or (ii) to refund the Bonds, or previously issued Parity Debt in such principal amount as shall be determined by the Successor Agency, as permitted by section 34177.5(a)(1) of the Law; in each case pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee. The Bonds constitute Parity Debt under the provisions of the Indenture.

The Successor Agency may issue or incur additional Parity Debt subject to the following specific conditions precedent:

(a) The Successor Agency shall be in compliance with all covenants set forth in the Indenture and in any then effective Supplemental Indenture;

(b) If required by the Law, the Oversight Board shall have approved the issuance of the Parity Debt;

(c) The Parity Debt will be on such terms and conditions as may be set forth in a Supplemental Indenture, which will provide for the issuance of bonds substantially in accordance with the Indenture;

(d)(i) If the Parity Debt is issued pursuant to section 34177.5(a)(1) of the Law, receipt of a certificate or opinion of an Independent Financial Consultant stating that the total net interest cost to maturity of the Parity Debt plus the principal amount of the Parity Debt will not exceed the total net interest cost to maturity of the Bonds or previously

issued Parity Debt to be refunded plus the principal amount of the Bonds or previously issued Parity Debt to be refunded.

(ii) If the Parity Debt is to be issued pursuant to section 34177.5(a)(4) of the Law, the Available Non-Housing Tax Increment Funds for the most recently completed Fiscal Year, less (A) the portion of the Available Non-Housing Tax Increment Funds attributable to the amount of assessed value in the Dunes development being appealed by the Developer and any party related to it which appeal or appeals have not yet been resolved, less (B) the portion of the Available Non-Housing Tax Increment Funds attributable to the assessed value being appealed with respect to any property in the Dunes development not owned by the Developer or any party related to it which appeal or appeals have not yet been resolved, equal to the average percentage decrease in assessed value applicable to appeals filed for property within the Dunes development resolved within the prior five years, less (C) the portion of the Available Non-Housing Tax Increment Funds attributable to the assessed value in the Dunes development for which appeals have been resolved in favor of the respective property owner(s) but have not yet been deducted from the assessed value used to determine the Available Non-Housing Tax Increment Funds, based upon the actual amount of assessed value to be reduced, and plus (D) the Additional Revenues (as defined in the Financing Plan), shall be at least equal to 115 percent of the Maximum Annual Debt Service on any then outstanding Bonds and Parity Debt, together with the then proposed Parity Debt.

(e) The Parity Debt will mature on and interest will be payable on the same dates as the Bonds (except the first interest payment may be from the date of the Parity Debt until either the next succeeding March 1 or September 1); and

(f) The issuance of such Parity Debt shall not cause the Successor Agency to exceed any applicable Plan Limitations.

(g) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt described in paragraphs (a), (b), (c), (d), (e), and (f) above have been satisfied.

For the purposes of clause (ii) of paragraph (d) above, "Additional Revenues" is defined in the Financing Plan as of any date of calculation, as the amount of Available Non-Housing Tax Increment Funds which, as shown in a report of an independent redevelopment consultant, is estimated to be receivable by the Successor Agency within the Fiscal Year following the Fiscal Year in which such calculation is made as a result of increases in the assessed valuation of taxable property in the Fort Ord Project due to either (i) construction which has been completed and for which a certificate of occupancy has been issued by the City or other appropriate governmental entity but which is not then reflected on the tax rolls, or (ii) transfer of ownership or any other interest in real property which has been recorded but which is not then reflected on the tax rolls. For purposes of the foregoing, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Fort Ord Project is estimated to increase above the assessed valuation of taxable property in the Fort Ord Project (as evidenced in the written records of the County) as of the date on which such calculation is made.

As of the date of issuance of the Bonds, all of the foregoing requirements for the issuance of Parity Debt will be satisfied with respect to the Bonds, and the Successor Agency will deliver the Written Certificate described in paragraph (g) above to the Trustee with respect to the Bonds.

As mentioned under the headings "INTRODUCTION—The Former Agency Obligation," "INTRODUCTION—Additional Parity Debt," and "FINANCING PLAN—The Infrastructure

Note" the Successor Agency is obligated by the Financing Plan to incur additional Parity Debt from time to time during the Payment Obligation Period, subject to the provisions of the Financing Plan. The Financing Plan requires that the term of any additional Parity Debt be not less than twenty years, and the Developer has agreed that the Available Non-Housing Tax Increment Funds, less the deductions and plus the addition referred to in clauses (B), (C) and (D) of subsection (d)(ii) of the second preceding paragraph, all as projected by the Successor Agency's fiscal consultant, be not less than 115% of the maximum annual debt service on the Bonds, the 2018A Bonds, any other outstanding Parity Debt and the proposed Parity Debt. The net proceeds of any additional Parity Debt will be used to make a lump sum payment of principal owing on the Infrastructure Note. The Successor Agency cannot predict when and in what amounts additional Parity Debt will be issued, as it will depend primarily upon the continued development of the Dunes project.

Series B Bonds

The Indenture provides for the issuance of the Series B Bonds. The Series B Bonds are separately secured under the Indenture and are payable from Available LMIHF Funds that are not pledged to the payment of the Bonds. While the Available LMIHF Funds pledged to the payment of the Series B Bonds are derived from the Tax Revenues, they are not available for the payment of debt service on the Bonds. The Available Non-Housing Tax Increment Funds are not available for payment on the Series B Bonds. See "FINANCING PLAN—Related Obligation."

PROPERTY TAXATION IN CALIFORNIA

Property Tax Collection Procedures

Classification. In the State, property which is subject to ad valorem taxes is classified as "secured" or "unsecured." Secured and unsecured property are entered on separate parts of the assessment roll maintained by the County assessor. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens.

Generally, ad valorem taxes are collected by a county (the "Taxing Authority") for the benefit of the various entities (e.g., cities, schools and special districts) that share in the ad valorem tax (each a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Funds.

Collections. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer, (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (iii) filing a certificate of delinquency for record in the county recorder's office to obtain a lien on certain property of the taxpayer, and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

Penalty. A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

Delinquencies. The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31.

Supplemental Assessments. California Revenue and Taxation Code section 75.70 provides for the reassessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Such reassessment is referred to as the Supplemental Assessment and is determined by applying the current year's tax rate to the amount of the increase or decrease in a property's value and prorating the resulting property taxes to reflect the portion of the tax year remaining as determined by the date of the change in ownership or completion of new construction. Supplemental Assessments become a lien against real property. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, and this delayed the realization of increased property taxes from the new assessments for up to 14 months. Since fiscal year 1984-85, revenues derived from Supplemental Assessments have been allocated to redevelopment agencies and taxing entities in the same manner as the general property tax. The receipt of Supplemental Assessment revenues by taxing entities typically follows the change of ownership by a year or more. This statute provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the January 1 lien date. If a change in ownership results in a decrease in assessed value, a negative supplemental assessment may occur, requiring a refund of taxes paid to the property owner. Supplemental Assessments have not been included in the Fiscal Consultant's projections of Pledged Non-Housing Funds to pay debt service on the Bonds.

County Property Tax Collection and Administrative Costs. In 1990, the Legislature enacted SB 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the costs of administering the provisions of the Dissolution Act. For fiscal year 2018-19, the County charges were approximately 1.44% of secured and unsecured Redevelopment Property Tax Trust Fund revenues for the Fort Ord Project. Based on the collection charges for fiscal year 2018-19, the Fiscal Consultant projects the charge for fiscal year 2019-20 and future fiscal years as a percentage of secured and unsecured Redevelopment Property Tax Trust Fund revenues for the Fort Ord Project will remain at 1.44%. For purposes of the Fiscal Consultant's projections of Available Non-Housing Tax Increment Funds available to pay debt service on the Bonds, the Fiscal Consultant assumed that the County will continue to charge the Successor Agency for property tax collection and administration and that such charge

will increase proportionally with any increases in Redevelopment Property Tax Trust Fund revenue.

Levy and Collection of Taxes. The Successor Agency has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the ability of the Successor Agency to repay the Bonds. Likewise, delinquencies in the payment of property taxes and the impact of bankruptcy proceedings on the legal ability of taxing agencies to collect property taxes could have an adverse effect on the Successor Agency's ability to make timely Bond payments. Collection of property taxes in the County is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," as provided for in Section 4701 et seq. of the California Revenue and Taxation Code (known as the "Teeter Plan"). Accordingly, collections of property taxes will reflect actual delinquencies, if any.

See Section 6.4 of the Fiscal Consultant's Report for a table showing computed tax levies and allocated Redevelopment Property Tax Trust Fund revenues. Substantial delinquencies in the payment of property taxes could impair the timely receipt by the Successor Agency of Pledged Non-Housing Funds, although the current Pledged Non-Housing Funds provide debt service coverage on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREA—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Unitary Property

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with fiscal year 1988-89, tax revenues derived from unitary property and assessed by the State Board of Equalization are accumulated in a single tax rate area for the County. The tax revenues are then to be allocated to each taxing entity county-wide as follows: (i) each taxing entity will receive the same amount as in the previous year plus an increase for inflation of up to 2%; (ii) if utility tax revenues are insufficient to provide the same amount as in the previous year, each taxing entity's share would be reduced pro rata county wide; and (iii) any increase in revenue above 2% would be allocated in the same proportion as the taxing entity's local secured taxable values are to the local secured taxable values of the County.

AB 454 (Statutes of 1987, Chapter 921) further modified Chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provides for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

Unitary revenues are not included in Available Non-Housing Tax Increment Funds because they are not generated by the Dunes development, and so are not included in projections in the Fiscal Consultant's Report of Pledged Non-Housing Funds or in Table 8 under the heading "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Article XIIIA of the State Constitution

Article XIIIA limits the amount of ad valorem taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIIIA defines "full cash

value" to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIIIA (i) exempts from the 1% tax limitation taxes to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978 or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional ad valorem taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIIIA has been upheld by both the California Supreme Court and the United States Supreme Court.

In the general election held November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIIIA. Proposition 58 amended Article XIIIA to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIIIA, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first $1,000,000 of other property between parents and children. This amendment to Article XIIIA may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIIIA to permit the Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence assessed value to the new residence. As a result of the Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the $1 per $100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

Each year the Board of Equalization announces the applicable adjustment factor. Since the adoption of Proposition 13, inflation has, in most years, exceeded 2% and the announced factor has reflected the 2% cap. The changes in the California Consumer Price Index from October of one year and October of the next year are used to determine the adjustment factor for the January assessment date. Until fiscal year 2010-11 the annual adjustment never resulted in a reduction to the assessed values of individual parcels; however, the factor that was applied to real property assessed values for the January 1, 2010 assessment date was -0.237% and this resulted in reductions to the assessed value of parcels. The table below reflects the inflation adjustment factors for the current fiscal year and 10 prior fiscal years.

Historical Inflation Adjustment Factors

Fiscal Year	Inflation Adj. Factor
2010-11	0.237%
2011-12	0.753
2012-13	2.000
2013-14	2.000
2014-15	0.454
2015-16	1.998
2016-17	1.525
2017-18	2.000
2018-19	2.000
2019-20	2.000
2020-21	2.000

Appropriations Limitation—Article XIIIB

Article XIIIB limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The "base year" for establishing such appropriations limit is the 1978/79 fiscal year, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness shall not be deemed the receipt by a redevelopment agency of proceeds of taxes levied by or on behalf of a redevelopment agency within the meaning of Article XIIIB, nor shall such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including section 33678 of the Redevelopment Law. The constitutionality of section 33678 has been upheld in two California appellate court decisions. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

Proposition 87

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Former Agency or the Successor Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness and not to redevelopment agencies.

Appeals of Assessed Values

Pursuant to California law, a property owner may apply for a reduction of the property tax assessment for such owner's property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner's property in any one year must submit an application to the County Assessment Appeals Board (the "Appeals Board"). Applications for any fiscal year must be submitted between July 2 and November 30. Following a review of each application by the staff of the County Assessor's Office,

the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces the assessment or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as "ongoing hardship"), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for then current year as well. Appeals for reduction in the "base year" value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for "ongoing hardship" in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted.

See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" for information regarding historical and pending appeals of assessed valuations by property owners in the Merged Project Areas. Also, see Section 5.0 in the Fiscal Consultant's Report in Appendix G.

Propositions 218 and 26

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the "Supermajority Vote to Pass New Taxes and Fees Act." Proposition 26 amended Article XIIIC of the California Constitution by adding an expansive definition for the term "tax," which previously was not defined under the California Constitution.

Pledged Non-Housing Funds securing the payment of the Bonds are derived from property taxes that are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and Proposition 26.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting Successor Agency revenues or the Successor Agency's ability to expend revenues.

THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

As described under the heading "INTRODUCTION—The City, the Former Agency and the Successor Agency," the Dissolution Act dissolved the Former Agency as of February 1, 2012.

Thereafter, pursuant to section 34173 of the Dissolution Act, the City became the Successor Agency to the Former Agency. Subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City.

Successor Agency Powers

All powers of the Successor Agency are vested in its five members who are the elected members of the City Council. Pursuant to the Dissolution Act, the Successor Agency succeeds to the organizational status of the Former Agency but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. The Successor Agency is tasked with expeditiously winding down the affairs of the Former Agency, pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, substantially all Successor Agency actions are subject to approval by the Oversight Board, as well as review by the DOF.

Status of Compliance with Dissolution Act

The Dissolution Act required that a due diligence review be conducted to determine the unobligated balances of each successor agency that are available for transfer to taxing entities. The due diligence review involved separate reviews of each successor agency's low and moderate income housing fund and of all other funds and accounts. Once a successor agency completes the due diligence review and any transfers to taxing entities, the DOF would issue a finding of completion that expands the authority of each successor agency in carrying out the wind down process. A finding of completion allows a sponsoring community to, among other things, retain real property assets of the dissolved redevelopment agency and utilize proceeds derived from bonds issued prior to January 1, 2011. The Successor Agency has completed the due diligence process and received its Finding of Completion on November 12, 2014.

Pursuant to the due diligence reviews, the DOF determined that the Successor Agency was not required to remit any unobligated balance to the County Auditor-Controller.

After receiving a finding of completion, each successor agency is required to submit a Long Range Property Management Plan (a "LRPMP") detailing what it intends to do with its inventory of properties. The Successor Agency initially thought that it had no properties to dispose of, but recently discovered that the Former Agency owned certain parcels, some of which with little or no value, that it will need to divest. While the time in which to file a LRPMP has passed, the Successor Agency continues to work with the DOF and the Oversight Board in connection with its disposition of such parcels.

Plan Limits

In accordance with the Redevelopment Law, redevelopment plans like the Redevelopment Plans for each of the three Merged Project Areas were required to include certain limits on the financing of the redevelopment projects. These limits could include a time limit on the repayment of indebtedness, a cumulative revenue limit applicable to tax increment revenues allocable to the Successor Agency and a limit on the amount of bonded indebtedness that can be outstanding. While SB 107 clarified that former tax increment limits set forth in certain redevelopment plans no longer apply for purposes of paying approved enforceable obligations such as the Bonds, the legislation did not eliminate redevelopment plan limits applicable to former military base redevelopment project areas which include the Airport Project and Fort Ord Project, and due to the fiscal merger of the three project areas, there are now certain limits

applicable to the Merged Project Areas. Consequently, under current law the plan limitations summarized in Table 1 below apply to the Bonds and any Parity Debt, and to the Tax Revenues from which the Pledged Non-Housing Funds are derived.

The following is a summary of redevelopment plan limits that remain in place:

TABLE 1
Merged Project Areas
Plan Limitations

	Marina Project	Airport Project	Fort Ord Project
Adoption Date	8/5/1986	9/17/1997	11/2/1999
Time Limit to Incur Debt	Deleted by SB 211 Amendment	6/30/2029	6/30/2032
Time Limit to Repay Debt	Eliminated by SB 107	6/30/2045	6/30/2048
Cumulative Revenue Limit	$4,000,000,000		
Bonded Indebtedness Limit	$655,000,000		

Source: Fiscal Consultant.

As illustrated by the foregoing table, the Merged Project Areas include a $4 billion cumulative dollar limit on the receipt of former tax increment revenue. The redevelopment plan for the Fort Ord Project includes a time limit on the receipt of former tax increment revenues of June 30, 2048.

The redevelopment plans for the Merged Project Areas also contain a limit on the maximum amount of bonded indebtedness that may be outstanding at any one time of $655,000,000. Currently, only $13,135,000 of bonded indebtedness is outstanding. With the issuance of the Bonds, the Successor Agency expects to continue to be well within this limit.

The Fiscal Consultant has advised that, based on tax increment receipt records of the Successor Agency and information provided by the County Auditor-Controller, approximately $61 million of former tax increment revenue has been received through fiscal year 2018-19 toward the $4 billion cumulative revenue limit for the Merged Project Areas. Based upon the two percent annual growth assumptions incorporated into the Fiscal Consultant's revenue projections, $282 million or approximately 7% of the $4 billion limit is projected to be collected through the 2040 final maturity of the Bonds. For the $4 billion tax increment revenue limit to be reached prior to the final debt service payment in 2040, it is estimated that RPTTF revenues for the Merged Project Areas would need to grow at a compound annual growth rate more than approximately 26% per year. While new development activity has resulted in assessed value growth for the Dunes development more than this rate for the last two fiscal years, growth rates are expected to moderate as the Dunes and Sea Haven developments become built out. Assuming full buildout of the Dunes and Sea Haven developments over the next 9 years and 2% growth in assessed values within the balance of the Merged Project Areas, the Fiscal Consultant has estimated that the Successor Agency would collect approximately $526 million or 13% of the $4 billion limit through the 2040 final maturity of the Bonds. See Section 2.2 in the Fiscal Consultant's Report in Appendix G.

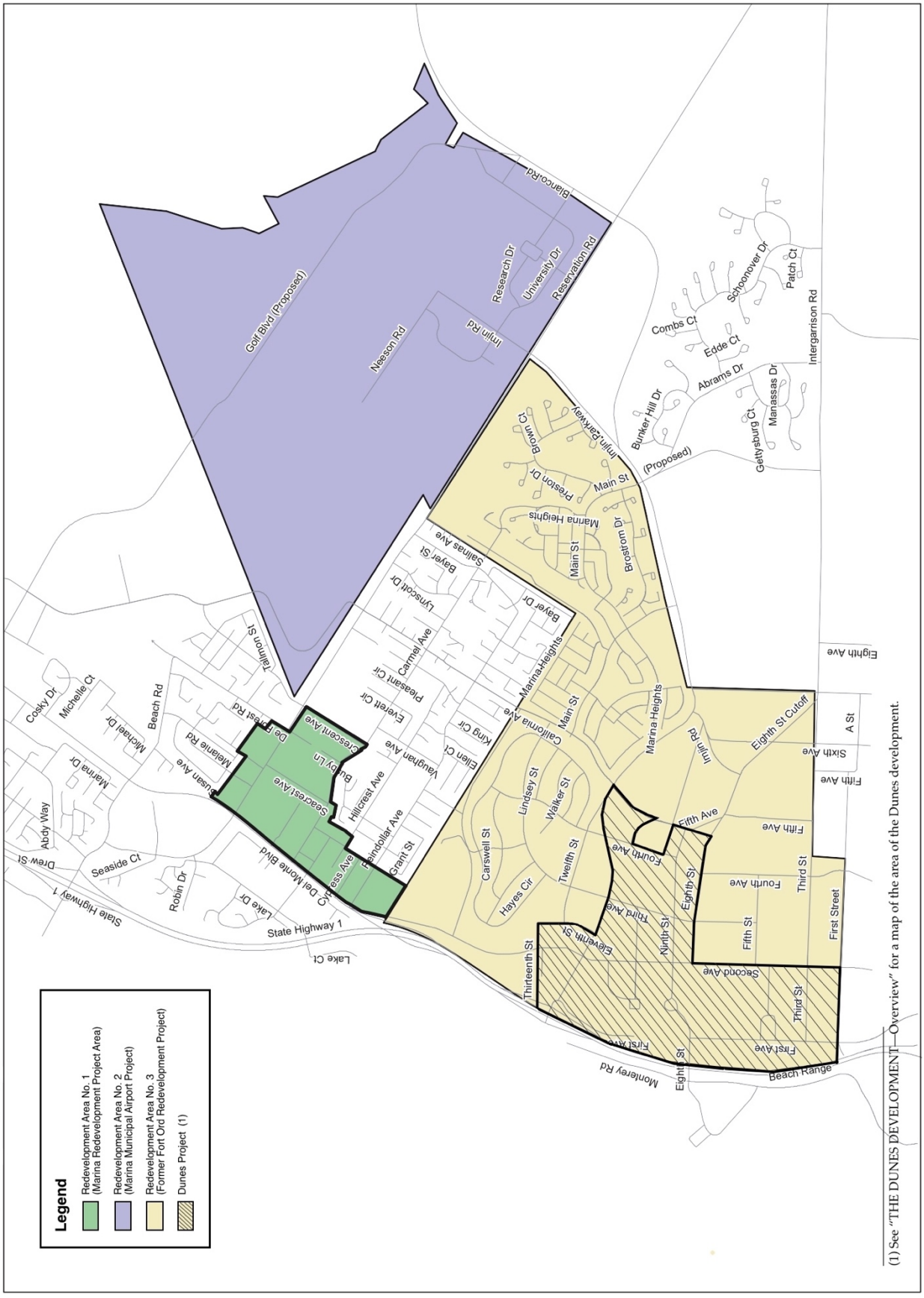
THE DUNES PORTION OF THE MERGED PROJECT AREAS

The Bonds are payable from, and are secured by a pledge of the Pledged Non-Housing Funds arising from the Dunes development located within the Fort Ord Project. See "SECURITY

FOR THE BONDS—Pledge Under the Indenture." The Pledged Non-Housing Funds represent a portion of, and are payable from, the Tax Revenues derived from the Merged Project Areas. See "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds.

The following page includes a map depicting the three Merged Project Areas, including the Fort Ord Project, and the location of the Dunes development within the Fort Ord Project. The following pages include information relative only to the portion of the Fort Ord Project in which the Dunes development is located.

Redevelopment Project Area Boundaries



(1) See "THE DUNES DEVELOPMENT—Overview" for a map of the area of the Dunes development.

Land Use

The aggregate designated land use in the Dunes development portion of the Fort Ord Project for fiscal year 2019-20 is set forth in the following table.

TABLE 2
Taxable Value by Land Use
Fiscal Year 2019-20
[Area Applicable to Available Non-Housing Tax Increment]

	No. of Parcels*	Taxable Value	% of Total
Residential	338	$212,519,390	51.2%
Commercial	42	115,115,177	27.7
Institutional/Medical	3	73,295,065	17.6
Roads/Non-Taxable	18	-	0.0
Unsecured	40	14,469,927	3.5
Total	441	$415,399,559	100.0%

* Includes 401 secured parcels and 40 unsecured assessment numbers. Each unsecured assessment corresponds to a separate unsecured property owner; for example, individual tenants within a retail building will each have separate unsecured assessments.
Source: Fiscal Consultant

Historical Assessed Values

Table 3 below summarizes year-to-year changes in the assessed values for the Dunes development portion of the Fort Ord Project for the past ten years based upon the County Auditor-Controller's annual assessed value reports.

TABLE 3
Historical Taxable Values and Annual
Percentage Increase or Decrease
Fiscal Years 2010-11 to 2019-20
[Area Applicable to Available Non-Housing Tax Increment Funds]

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Annualized % Change 10-11 to 19-20
Secured	$123,026,678	$134,186,687	$122,694,099	$145,988,242	$158,879,059	$144,533,630	$200,606,053	$278,982,672	$362,189,341	$400,929,632	14.0%
Unsecured	8,254,300	7,458,060	8,416,871	8,345,310	7,699,974	7,817,890	9,167,090	10,015,818	11,563,516	14,469,927	6.4
Total	$131,280,978	$141,644,747	$131,110,970	$154,333,552	$166,579,033	$152,351,520	$209,773,143	$288,998,490	$373,752,857	$415,399,559	13.7%
%change	N/A	7.9%	-7.4%	17.7%	7.9%	-8.5%	37.7%	37.8%	29.3%	11.1%	

Source: Fiscal Consultant, based on information obtained from the County Auditor-Controller.

Largest Taxpayers

The ten largest taxpayers for the Dunes development portion of the Fort Ord Project according to the 2019-20 assessed valuations are shown below.

TABLE 4
Top 10 Taxpayers for Dunes Development
Fiscal Year 2019-20

		Principal Land Use	Number of Parcels[1]	Assessed Value FY 2019-20	% of Total and Incr. AV[2]
1	Hamstra-Appleton LLC	VA Medical Center	1	$ 51,781,173	12.5%
2	Pacific Coast Highway Property LLC	Shopping Center	13	36,170,000	8.7
3	Target Corporation	Target store	2	25,574,710	6.2
4	Community Hospital Properties Inc.[3]	Outpatient care and fitness center	6	25,032,830	6.0
5	Monterey Peninsula Hotels Group LP	Hotel (Marriot Springhill Suites)	1	19,979,845	4.8
6	Shea (Developer)[4][5]	Land under development	40	15,616,854	3.8
7	Kohls Department Stores Inc.	Kohls store	1	8,830,000	2.1
8	Net Lease Realty	Movie Theater	1	8,317,255	2.0
9	SKN Properties	Retail	4	6,685,462	1.6
10	Garbowitz Martin & Susan Trs	Four homes	4	2,497,980	0.6
Total Top 10 Taxpayers			73	$200,486,109	48.3%

(1) Number of secured parcels and / or unsecured assessments.
(2) Based upon fiscal year 2019-20 assessed value and incremental assessed value of $415,399,559 (base year assessed value is zero).
(3) Includes Community Hospital Properties Inc. and Community Hospital of the Monterey Peninsula.
(4) Includes Shea Homes Limited Partnership and Marina Community Partners LLC.
(5) Property owner has pending assessment appeal filing(s) for fiscal year 2019-20.
Source: Fiscal Consultant.

The following provides a brief description of each of the top ten taxpayers for The Dunes development:

1. Hamstra-Appleton LLC is the private entity that constructed and owns the fee interest in the 146,000-square foot Maj. Gen. Gourley VA- DoD Outpatient Clinic ("VA Medical Center") which is under a long-term lease to the U.S. Department of Veterans Affairs. *It is possible that the property could become exempt from property taxes at some point in the future if, for example, the U.S. Department of Veterans Affairs were to purchase the fee interest in the property.*

2. Pacific Coast Highway Property LLC is the owner of a 234,000 square foot portion of the shopping center within the Dunes Development encompassing Best Buy, Old Navy, Bed Bath & Beyond, Michaels, Party City and REI. Kohl's and Target are a part of the same shopping center but the stores are under separate ownership.

3. Target Corporation has a retail location in the Dunes development.

4. Community Hospital Properties Inc. is an outpatient care center and fitness facility.

5. Monterey Peninsula Hotels Group LP is the owner of a 106-room Marriot Springhill Suites hotel.

6. Shea is the developer of the Dunes development. Assessed value for Shea includes the affiliated entities Shea Homes Limited Partnership and Marina Community

Partners LLC. The Developer-owned parcels consist of residential lots under development and vacant land planned for future development.

7. Kohls Department Stores, Inc. has a retail location in the Dunes development.

8. Net Lease Realty, Inc. is the owner of a 5-screen cinema.

9. SKN Properties is the owner of approximately 40,000 square feet of retail space within the Dunes development.

10. Garbowitz Martin & Susan Trs is the owner of four homes in the Dunes Development.

Historic and Estimated Pledged Non-Housing Funds

Table 5 below reflects the historical assessed values and incremental values for the Dunes development portion of the Fort Ord Project, and Pledged Non-Housing Funds for the most recent five fiscal years and estimated for the current and next fiscal year.

TABLE 5
Historic and Estimated Pledged Non-Housing Funds
Fiscal Years 2014-15 to 2020-21(1)

	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	Actual 2018-19	Estimate 2019-20	Projection 2020-21
Assessed Value - Dunes development(2)	$166,579,033	$152,351,520	$209,773,143	$288,998,490	$373,752,857	$415,399,559	$432,748,111
Computed Levy @1%(3)	1,665,790	1,523,515	2,097,731	2,889,985	3,737,529	4,153,996	4,327,481
Gross Property Taxes Allocated							
Secured/Unsecured Taxes(4)	1,665,096	1,528,867	2,068,329	2,875,927	3,708,430	4,153,996	4,327,481
Supplemental Revenues Allocated	(11,499)	74,227	187,750	525,642	456,073	not included	not included
Gross Collections	$1,653,597	$1,603,094	$2,256,079	$3,401,569	$4,164,504	$4,153,996	$4,327,481
Gross Collections as % of Computed Levy(5)	99.27%	105.22%	107.55%	117.70%	111.42%	100.00%	100.00%
Deductions							
Less: former housing(6)	(330,719)	(320,619)	(451,216)	(680,314)	(832,901)	(830,799)	(865,496)
Less: County Admin Expenses	(26,160)	(16,690)	(32,025)	(43,259)	(53,500)	(59,818)	(62,316)
Less: Pass Through	(900,078)	(869,468)	(1,199,311)	(1,706,310)	(2,236,396)	(2,380,401)	(2,481,415)
Less: 10% Retained per Dunes Agreement	(39,664)	(39,632)	(57,353)	(97,169)	(104,171)	(88,298)	(91,825)
Total Deductions	(1,296,622)	(1,246,408)	(1,739,905)	(2,527,052)	(3,226,968)	(3,359,315)	(3,501,052)
Available Non-Housing Tax Increment Funds	$356,975	$356,686	$516,174	$874,517	$937,536	$794,680	$826,429
Add Back: Subordinated Pass Throughs(7)	499,813	495,006	692,583	1,001,553	1,327,373	1,437,605	1,500,845
Pledged Non-Housing Funds available for Bond debt service	$856,787	$851,692	$1,208,757	$1,876,071	$2,264,909	$2,232,285	$2,327,274

(1) Figures may not add due to rounding.
(2) Base year assessed value is zero.
(3) Assumes basic tax levy of 1% ($1.00 per $100.00 of taxable value) in accordance with Article XIIIA of the California Constitution. See "PROPERTY TAXATION IN CALIFORNIA—Article XIIA of the State Constitution."
(4) Includes regular current year secured and unsecured taxes as well as prior year redemptions.
(5) Property tax collections are not subject to the Teeter Plan (see "PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—Levy and Collection of Taxes"), and so reflect actual collections taking into account delinquencies in payment.
(6) See third paragraph under the heading "SECURITY FOR THE BONDS—Pledged Non-Housing Funds; Available Non-Housing Tax Increment Funds."
(7) All pass throughs other than FORA are subordinate to debt service on the Bonds. Identified amounts for fiscal year 2014-15 and 2015-16 reflect the Fiscal Consultant's allocation of County reported special district pass throughs between FORA and other special districts.

Source: Fiscal Consultant and County Auditor-Controller.

Assessment Appeals

Property values determined by the County Assessor may be subject to an appeal by a property owner. Assessment appeals are filed annually with the County Assessment Appeals Board for a hearing and resolution. A property owner can file for a regular assessment appeal of the current fiscal year assessed valuation between July 2 and November 30. Most appeals heard by an Assessment Appeals Board are scheduled within twelve to eighteen months. Revenue and Taxation Code §1604, however, allows up to two years for an assessment appeal to be decided unless this time limit is waived by the applicant. If the appeal is not decided within the two-year statutory time frame and the time limit is not waived, the assessor is required to use the applicant's opinion of value.

The majority of appeal filings applicable to the Dunes development are Proposition 8 appeals which relate to temporary declines in the market value of a property. Assessed value reductions as a result of Proposition 8 appeals are subject to annual review by the County Assessor and potential restoration over time based on future increases in market value of the subject property. "Base year" appeals contest changes in assessed value arising from re-assessable events such as transfer of ownership or new construction. Assessed value reductions as a result of "Base Year" appeals affect the maximum assessed value on an on-going basis.

The resolution of an appeal may result in a reduction to the County Assessor's taxable value and a tax refund to the property owner. The Fiscal Consultant reports that the County allocates tax refunds resulting from assessment appeals on a proportionate basis to all taxing agencies and Redevelopment Property Tax Trust Fund funds Countywide without regard to the area within which the parcel associated with the successful appeal filing is located. Thus, the impact of tax refunds associated with appeals is shared by all taxing agencies and Redevelopment Property Tax Trust Fund funds within the County, which lessens the potential impact that any individual appeal has on Merged Project Area Redevelopment Property Tax Trust Fund revenues for the Successor Agency. Inclusive of the impact of a proportionate share of County-wide assessment appeal refunds allocated to the Successor Agency, the overall collections rate for secured and unsecured taxes by the Successor Agency has averaged 99.6% over the past five years (see Table 5.4 in the Fiscal Consultant's Report in Appendix G). The primary risk from appeals within the Dunes development is the potential future reduction in assessed value and thereby in future Available Non-Housing Tax Increment Funds.

Historic Appeals Filing Outcomes: 2014-15 to 2019-20. Table 6 below summarizes assessment appeal filing outcomes within the Dunes development during the years 2014-15 to 2019-20 including Secured and Unsecured Roll appeals as determined based on research by the Fiscal Consultant. As shown below, 64% of resolved appeal filings were reduced or stipulated, while 36% were subsequently denied or withdrawn. Seventy-seven of the eighty-seven total appeals were filed by the Developer. Resolved appeals during fiscal year 2014-15 to 2019-20 period had an aggregate contested value of $102.5 million and resulted in an assessed value reduction of $12.7 million, which represents an average net reduction of 12.4%.

TABLE 6
Historical Assessment Appeal Summary
Fiscal Years 2014-15 through 2019-20

Historic Assessment Appeal Resolutions:
Dunes Development

			Resolved Appeal Outcomes			Assessed Valuation: Resolved Appeals ($Millions)					
Fiscal Year	Total No. of Filings	Open Filings	Resolved Filings	Denied or With-drawn	Stipulated or Reduced	No. of Resolved Records	Assessor / Roll Value ($Millions)	Applicant Opinion of Value ($Millions)	Resolved Value ($Millions)	Net Reduction in Value ($Millions)	Average % Reduction
FY 2014-15	17	14	3	3	0	3	$21.3	$9.0	$21.3	$0.0	0.0%
FY 2015-16	3	0	3	2	1	3	4.3	2.8	3.7	0.6	13.0
FY 2016-17	11	10	1	0	1	1	6.2	4.5	5.1	1.1	17.3
FY 2017-18	24	7	17	3	14	17	69.9	44.5	58.8	11.1	15.9
FY 2018-19	26	25	1	1	0	1	0.8	0.7	0.8	0.0	0.0
FY 2019-20	6	6	0	0	0	0	0.0	0.0	0.0	0.0	N/A
Totals	87	62	25	9	16	25	$102.5	$61.5	$89.8	$12.7	12.4%
% of Total			100%	36%	64%						

Source: Monterey County Assessment Appeals Database, as reported by the Fiscal Consultant

Summary of Pending Appeals. The Fiscal Consultant has advised that there are 62 open appeals for the Dunes development of which 6 are to contest fiscal year 2019-20 assessed values. The aggregate contested value for the fiscal year 2019-20 pending appeals totals $11 million. A combined $8.3 million net reduction in assessed value is requested for fiscal year 2019-20.

TABLE 7A
Summary of Pending Appeals

	No. of Open Appeals	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Applicant Requested Net Reduction in Value ($Millions)
Fiscal Year 2019-20 Filings	6	$11.0	$2.8	$8.3
Prior Fiscal Year Filings (FY 2014-15 to 2019-20)	56	127.2	54.9	72.3
Totals	62	$138.2	$57.6	$80.6

Source: Fiscal Consultant.

All six fiscal year 2019-20 pending appeals were filed by the Developer and 57 of the 62 pending appeals for FY 2014-15 through FY 2019-20 were filed by the Developer. Sixteen of the prior year filings are for property the Developer subsequently sold to a third party after the appeal was filed.

Estimated Assessed Value Impact from Appeals. The Indenture prescribes the manner in which the impact of assessment appeals is to be estimated for purposes of determining Pledged Non-Housing Funds available to support issuance of Parity Debt, as described in clause (d)(i) of the first paragraph under the heading "SECURITY FOR THE BONDS—Parity Debt." The Fiscal Consultant's assessed value reduction from assessment appeals has been estimated in a manner consistent with the applicable Parity Debt methodology and reflects the following: (a) for property that is owned by the Developer or a related entity of the Developer, the estimated assessed value reduction from assessment appeals was based upon the applicant's opinion of assessed value; and (b) for property not owned by the Developer or a related entity of the Developer, the estimated assessed value reductions from assessment appeals was based upon the 2018-19 fiscal year average percentage reduction in assessed value applicable to resolved appeals for the preceding five fiscal years. If appeals for more than one year are pending for a given parcel,

the most recent appeal filing was used as the basis for estimating the assessed value impact. An adjustment was also required for resolved appeals for which the resulting assessed value reduction is not yet reflected on the assessment roll. Fourteen appeal filings were resolved in fiscal year 2019-20 with resulting reductions to assessed value not yet reflected on the assessment roll. Each property applicable to these appeal resolutions also has an appeal filing that remains pending from a subsequent roll year. The reduced assessed value for the applicable properties is estimated as the lesser of (a) the resolved assessed value from the appeal resolution and (b) the reduced assessed value estimated by applying the methodology described above in (a) or (b), as applicable.

The Fiscal Consultant has estimated pending appeals will result in an assessed value reduction of approximately $26 million based on the methodology prescribed by the Indenture related to Parity Debt as described in the preceding paragraph, which represents an average percentage reduction of 33.6%. The estimated reduction in assessed values reflects the 30 pending appeals pertaining to fiscal years 2014-15 through fiscal year 2019-20. An additional 32 appeal filings by the Developer were not included for purposes of estimating the impact of pending appeals because they were not the most recent filing for the applicable parcel. See Table 7B below for additional detail.

TABLE 7B
Estimated Reduction in Assessed Value from Pending Appeals

	Unique Pending Appeals(1)	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Est. of Resolved Value ($Millions)	Est. of Net Reduction in Assessed Value ($Millions)	%Reduction from Contested Value
Developer Appeals						
Developer Property(1)	13	$19.0	$5.5	$5.5	($13.5)	71.2%
Other Appeals (1)	17	58.6	29.0	46.0	(12.5)	21.4
Total Appeals	30	$77.5	$34.4	$51.5	($26.0)	33.6%

(1) Excludes 32 appeal filings that represent repeat filings for the same parcel over multiple years.
Source: Fiscal Consultant.

The $26 million estimated reduction in assessed value from pending appeals is reflected in the projected fiscal year 2020-21 assessed values and results in a $143,000 reduction in the projected Pledged Non-Housing Funds.

Sixty of the 62 pending appeals are Prop 8 filings relate to temporary declines in market value. Although Prop 8 reductions granted as a result of successful assessment appeal filings may be restored over time as market valuations increase, for purposes of the revenue projection in the tables in the Fiscal Consultant's Report and in Table 8 under the heading "—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage," the estimated reductions are assumed to be permanent.

Actual resolution of appeals is determined by many factors including vacancy and rental rates, circumstances of hardship and real estate comparables, all of which are unique to the individual assessment. Therefore, actual reductions, if any, may be higher or lower than the reductions incorporated in the projection. An appeal may be withdrawn by the applicant, the County Appeals Board may deny or modify the appeal at hearing or by stipulation, or the final value may be adjusted to an amount other than the stated opinion of value.

New Development

The Fiscal Consultant has advised that the Dunes development includes project components for which additional construction was completed after the January 1, 2019 lien date for the fiscal year 2019-20 assessment roll. Estimated assessed value added by new construction completed in 2019 for which a final certificate of occupancy has been issued or for which a sale has been recorded is reflected in the Fiscal Consultant's revenue projections for fiscal year 2020-21. Specifically, new development assessed value has been included for new homes in the Dunes development as follows: – From January 2019 to December 2019, a final certificate of occupancy, or sale to a homebuyer, or both, for 70 new homes within the Dunes development had been recorded. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report in Appendix G and in Table 8 below include $43.3 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

Tables 8.1 and 8.2 in the Fiscal Consultant's Report in Appendix G provide additional supporting information regarding the taxable assessed value estimated to be added to the tax roll from these new homes.

Future buildout of the Dunes development is anticipated to include up to an additional 797 residential units, 394 hotel rooms, 396,000 square feet of office, research and development, or light industrial uses, and an additional 62,000 square feet of retail. Assessed value associated with this future buildout is not reflected for purposes of the revenue projections in the Fiscal Consultant's Report.

Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage

Table 8 below shows expected Pledged Non-Housing Funds assuming no growth in assessed values except as noted below, and includes projected debt service on the Bonds. The projection incorporates the valuation assumptions made in the Fiscal Consultant's Report. Changes in assessed value have been reflected in the projections for fiscal years 2019-20 based on new development (see "THE DUNES PORTION OF THE MERGED PROJECT AREAS—New Development"). The projection includes an adjustment for pending appeals as described under the heading "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals – Estimated Assessed Value Impact from Appeals.

TABLE 8
Projection of Pledged Non-Housing Funds
and Debt Service Coverage
Assumes No Growth on Assessed Value After 2020-21
(dollars in thousands)

Fiscal Year	Gross Dunes RPTTF Revenues	Less: All Deduct-ions Per Financing Plan[1]	Available Non-Housing Tax Increment Funds	Add Sub-ordinated Pass-Throughs[2]	Pledged Non-Housing Funds	Bond Debt Service	Debt Service Coverage
2019-20	$4,154	$(3,359)	$795	$1,438	$2,232		
2020-21	4,327	(3,501)	826	1,501	2,327[3]		
2021-22	4,327	(3,501)	826	1,501	2,327		
2022-23	4,327	(3,501)	826	1,501	2,327		
2023-24	4,327	(3,501)	826	1,501	2,327		
2024-25	4,327	(3,501)	826	1,501	2,327		
2025-26	4,327	(3,501)	826	1,501	2,327		
2026-27	4,327	(3,501)	826	1,501	2,327		
2027-28	4,327	(3,501)	826	1,501	2,327		
2028-29	4,327	(3,501)	826	1,501	2,327		
2029-30	4,327	(3,501)	826	1,501	2,327		
2030-31	4,327	(3,501)	826	1,501	2,327		
2031-32	4,327	(3,501)	826	1,501	2,327		
2032-33	4,327	(3,501)	826	1,501	2,327		
2033-34	4,327	(3,501)	826	1,501	2,327		
2034-35	4,327	(3,501)	826	1,501	2,327		
2035-36	4,327	(3,501)	826	1,501	2,327		
2036-37	4,327	(3,501)	826	1,501	2,327		
2037-38	4,327	(3,501)	826	1,501	2,327		
2038-39	4,327	(3,024)	1,303	1,952	3,255		
2039-40	4,327	(3,024)	1,303	1,952	3,255		
2040-41	4,327	(3,024)	1,303	1,952	3,255		
2041-42	4,327	(3,024)	1,303	1,952	3,255		
2042-43	4,327	(3,024)	1,303	1,952	3,255		
2043-44	4,327	(3,024)	1,303	1,952	3,255		
2044-45	4,327	(3,024)	1,303	1,952	3,255		
2045-46	4,327	(3,024)	1,303	1,952	3,255		
2046-47	4,327	(3,024)	1,303	1,952	3,255		
2047-48	4,327	(3,024)	1,303	1,952	3,255		

(1) Deductions include Dunes Project allocable share of: (1) County of Monterey administrative costs; (2) the amount that would have been required to be deposited in the Low and Moderate Income Housing Fund; (3) pass throughs payments; and (4) ten percent (10%) of the net available after the preceding three deductions.

(2) Pass through payments to taxing agencies other than the Fort Ord Reuse Authority (FORA) are subordinate. Pass throughs to FORA are not subordinate. The FORA share of pass through that remains after amounts required for any FORA incurred debt service are redistributed only following payment of all debt obligations of FORA with 38% to the County and 8% to other taxing agencies as increased pass through payments and the remaining 54% will be available to meet Successor Agency obligations. For projection purposes, 100% of FORA's share is assumed to be required for payment of FORA debt through fiscal year 2037-38, the final year of debt service on proposed FORA bonds.

(3) Increase in revenues in fiscal year 2020-21 is due to assessed value added from new homes sold or completed in 2019 totaling $43.4 M for the Dunes Project, as offset for an estimated$26 million reduction in assessed value as a result of assessment appeals.

Source: Tax data from the Fiscal Consultant. Debt service data from the Underwriter.

THE DUNES DEVELOPMENT

Information in this section entitled "THE DUNES DEVELOPMENT" has been obtained from the Developer, and neither the Successor Agency nor the Underwriter can ensure, and do not ensure, its completeness or accuracy.

Overview

The Dunes is a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned community, within a larger 420-acre Specific Plan area, known as University Villages, located in the former Fort Ord Army Base within the City. The Dunes forms the Southern portion of City, and is bounded by Highway 1 on the west, California State University Monterey Bay (CSUMB) to the South, and links to the rest of the City to the North and East. The Dunes is planned to provide 1,237 residences (108 apartments and 1,129 for sale units, of which 248 units are designated as affordable units, and 62 as work-force homes); 1,510,000 square feet of office, retail, and multi-uses (including 83 mixed use townhomes); 500 hotel rooms; 81-acres of public facilities and backbone roadways; and 42-acres of parks/open space and transit esplanade/multi-purpose corridor. See "THE DUNES DEVELOPMENT—Development Program/Phasing" for a map showing the elements of the Dunes development.

The Dunes development is part of a larger Economic Development Conveyance (EDC) by the US Army/Department of Defense under the Base Realignment and Closure Act (BRAC) for the closure of the former Fort Ord. The property is intended for public-private partnership reuse and redevelopment under the jurisdiction of the Former Agency. The goal of the development is to eliminate blight, foster economic regeneration both locally and in the region, and generate new employment opportunities. Upon full buildout the project is anticipated to provide nearly 800 new construction jobs and 4,700 new permanent jobs. All site work, infrastructure and vertical construction is to be performed with prevailing wage labor.

Almost half of the blighted former military structures on the site have been removed. To date over 400,000 square feet of retail, restaurant and service uses, a 106 unit hotel, 332 single family homes, 108 affordable apartments, 203,000 square feet of medical office and clinic uses, and a 5 screen theater have been completed. The Dunes project is also the recipient of a highly competitive state program, being designated as a Sustainable Communities grant award winner in 2010.

Multiple Use/Urban Design

The Dunes is planned as a livable community that integrates housing, recreation, retail, and job opportunities in the overall community plan where regional shopping, casual shopping and dining, hospitality, employment, residential, and recreational uses converge. The Dunes includes pedestrian and bicycle friendly streets, open space connections, transit corridors, and vistas to important community monuments, such as civic uses. These urban design features link the different neighborhoods into a cohesive community; yet allow them to have variety in their makeup.

Village Center

A major feature related to the Village Center site is the Imjin Parkway to Highway 1 interchange. The access and visibility provided by this roadway enhances the Village Center's major regional serving and community retail components. This combination of regional retail, visitor serving, office/research and residential land uses will provide a mix of different land use types in a planned and integrated manner. A portion of the Village Center is designated as multi-

use. This designation allows for greater flexibility and blending of land uses. A significant portion of this Village Center has been completed, with the Village Promenade and office portion of Phase 1 of the project remaining.

The beach boardwalk links the Village Square out to the Fort Ord Dunes State Beach, utilizing the 8th street overpass. This 'boardwalk" is envisioned to be highlighted with special landscaping, paving treatment, street furniture and lighting, all as a potential venue for public art and as a gathering space. Currently, the roadway to the State beach is open, and parking and trail improvements have been installed.

At the south east comer of 2nd Avenue and Imjin Parkway is a site that houses the Community Hospital of the Monterey Peninsula (CHOMP) facility, integrating medical services into the community. Directly to the south of this site, forming the eastern terminus of the Village Promenade is the site often referred to as Pine Hill. This multi-use site contains a Springhill Suites hotel. At the west end of the Promenade is a Cinemark Theater, providing a key entertainment venue.

Retail Nodes

There are two additional Retail/Service nodes planned within the Dunes. The first is located at the southwest comer of the southern employment center, along Second Avenue near First Street. This location is intended to provide services to support the employment center, the neighborhood to the north and the CSUMB campus. The second Retail/Service node is planned at the corner of California Avenue and Imjin Parkway in the far northeastern corner of the site. This location will support the surrounding neighborhoods including Sea Haven, Cypress Knolls (currently undeveloped), and the neighborhoods to the north along California Avenue.

Office/Research and Development/Light Industrial

The proposed regional and destination components of the Village Center, along with the new housing create a significant amenity for future employers. Locating these job generating uses as part of the Village Center capitalizes on opportunities for employees to walk to lunchtime and after work amenities. The Office/Research and Development/Light Industrial land uses are located in such a way as to take advantage of both the Village Center, as well as direct linkages to the center of the CSUMB campus. The Office/Research and Development/Light Industrial uses are also located to take advantage of transit use, providing direct connections with TAMC and MST transit stops/stations. The intent of the Office/Research and Development/Light Industrial areas is to attract job opportunities to Marina to help replace those jobs lost with the closing of the Fort Ord military base.

Arts District

The proposed Arts District is envisioned as an opportunity within Marina to create a place where the arts, civic and educational activities and access to the beach can come together. This district, along with the Beach Boardwalk, Village Square and Village Promenade, is intended to enhance amenities within the Dunes.

Residential

The residential component offers a range of housing types, including single family houses, rental apartments, and condominiums and townhomes. This diversity in housing will in turn offer new homes with a wide range of housing choices and at varying price levels. The various home types are woven together within the neighborhood fabric, rather than individual separated

housing tracts of specific lot configuration. The development pattern creates an urban, gridded community where pedestrians and bicyclists are comfortable utilizing easy access to all components of the community.

Parks, Open Space, Pedestrian and Bicycle Connections

The park and open space system for the Dunes is an integrated system with a wide variety of public access options. Recreational components within the community include two City of Marina Public Benefit Conveyance (PBC) parcels, linear parks, and a mix of small parks within neighborhoods. Access to the Ford Ord Dunes State Park will occur utilizing the 8th Street overpass.

The two large City parcels are centrally located to the Dunes as well as future CSUMB faculty and staff housing directly across 2nd Avenue. The PBC parcels were transferred from the Army with a deed restriction for recreation activity. Park planning is currently underway with anticipated development of the larger park coming with Phase 2 of the project.

Linking the community, a north/south Linear Park is proposed to begins at the Village Square and extends to the southern Office/Research and Development/Light Industrial area. Perpendicular to this runs another proposed linear park that links the Arts District through the community to CSUMB. A twelve foot wide multi-purpose trail included in both of these linear parks that link with the community and regional bicycle/pedestrian network.

Within the residential areas, a series of smaller neighborhood parks are planned as amenities to provide both urban relief and play areas.

Bicycle, multi-purpose trails, sidewalk and paseo connections within the community link the needihoods together and connect to the surrounding area. They form a network of off street multi-purpose trails and on-street bicycle lanes for access to the major community components.

Entitlements

The Dunes project was entitled by the City and the Former Agency in 2005 after an extensive public participation process, spanning nearly two years and 45 public meetings. The project was ultimately approved unanimously by the City's Design Review Board, the City's Planning Commission, and the City Council, and by the Fort Ord Reuse Authority Board. Entitlements for the project approved in 2005, include the following:

- General Plan Amendment
- University Village Specific Plan
- EIR/FEIR
- Tentative Map – entire project site
- Site Plan and Architectural Review – Phase I
- Consistency Determination (by FORA)
- Disposition and Development Agreement (DDA)
- Development Agreement (DA)
- Memorandum of Agreement for Deconstruction/Demolition

Subsequent to these entitlements, further project approvals provided to the Developer or Shea Homes, include:

- Final Map – Phase IA – regional commercial
- Commercial Sign Regulations
- Final Maps – Phase IC – residential
- First Implementation Agreement
- Second Implementation Agreement
- Tax Increment Financing Agreement and Promissory Notes
- Below Market Rate Housing Agreement #1
- Below Market Rate Housing Agreement #2
- Site Plan and Architectural Design Review – Promenade
- Operating Agreement Clarifying and Modifying Certain Project Approvals

Given the extensive number of project entitlements granted in 2005 and subsequently, few development approvals are required for future project development, primarily, site and architectural design review.

Subsequent approvals granted to third-party developers of land within the Dunes include:

- Site Plan and Architectural Design Review – Shops at the Dunes - Retail
- Site Plan and Architectural Design Review – Marriott Springhill Suites
- Site Plan and Architectural Design Review – Community Hospital of Monterey Peninsula
- Site Plan and Architectural Design Review - William H. Gourley Veterans/DOD Clinic
- Site Plan and Architectural Design Review – Cinemark Theater
- Site Plan and Architectural Design Review – University Village Apartments

Environmental Conditions

The Dunes development is being undertaken on property located in the former Fort Ord Army base. The Dunes site was conveyed by the United States to the Fort Ord Reuse Authority ("FORA"), which then conveyed the property to the Former Agency. The Former Agency transferred the property by quitclaim deed, dated September 21, 2006 (the "Quitclaim Deed"), to the Developer. Extensive environmental studies and remedial actions were taken with respect to the former Fort Ord property prior to its conveyance to FORA, and in May of 2003, a Finding of Suitability to Transfer (the "FOST") was delivered by the Director of Base Realignment and Closure, Hampton Field Office, wherein certain findings were documented.

The FOST referenced a Community Environmental Facilitation Act report which set forth the environmental condition of the Fort Ord property and the FOST set forth the United States (the "Government") determination of the suitability for transfer of the property from the Government to various parties, including to FORA. The FOST recognized that the Fort Ord Army base property was subject to a Fort Ord Federal Facility Agreement (the "FFA"), and found that "All remediation activities on the property required by the FFA are completed or in place and operating successfully…" However, the Government required that any deed conveying the former Army base property contain various provisions related to environmental matters. These provisions, some of which are described below, were included in the Quitclaim Deed.

Notice of Hazardous Substance Storage. In the Quitclaim Deed, the Government notified the Developer of the former storage, release or disposal of hazardous substances on the Dunes

property, with items typically stored on the property identified in the FOST. The Quitclaim Deed states that: "The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. … no additional action is necessary under CERCLA [the Comprehensive Environmental Response Compensation and Liability Act of 1980] to protect human health and the environment."

Environmental Remediation. In the Quitclaim Deed, the Government notified the Developer of the storage, release, and disposal of hazardous substances on the Dunes property, and went on to provide that: "The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property," but the Government reserved the right, upon reasonable notice, to enter the property in any case in which a response or corrective action is found to be necessary; however, no such notice has ever been given by the Government to the Developer.

Notice of Presence of Asbestos. The Developer is informed in the Quitclaim Deed that several of the existing buildings on the property were determined to contain friable and non-friable asbestos that may pose a threat to human health. Pursuant to the Quitclaim Deed, the Government agreed to transfer the buildings and structures to the Developer, prior to remediation of asbestos hazards, in reliance upon the Developer's express representation and promise that the Developer would, prior to use or occupancy of said buildings, demolish the buildings or the portions thereof containing friable asbestos, disposing of asbestos contaminated material in accordance with applicable laws and regulations. The Developer has advised that it has removed the buildings located on the property in Phase 1 of the Dunes development and on the property designated for residential housing in Phase 2 of the Dunes development, aggregating approximately one-half of the 900 or so structures originally located on the Dunes property at the time it was conveyed to the Developer. The Developer expects to remove the remaining structures as it continues developing the Dunes property. In the Quitclaim Deed, the Developer agreed to indemnify and hold harmless the Army, the Former Agency, the City and their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, future exposure to asbestos on any portion of the applicable parcels after the conveyance of the applicable parcels to the Developer. The Developer has represented that all of its building removal activities have been conducted in accordance with applicable laws and regulations.

Lead-Based Paint. In the Quitclaim Deed, the Developer is informed of and acknowledges that all buildings on the Dunes property at the time of conveyance of the property and which were constructed or rehabilitated prior to 1978 were presumed to contain lead-based paint. In the Quitclaim Deed, the Developer agreed that prior to permitting the occupancy of the applicable parcels where their use subsequent to sale is intended for residential habitation, the Developer will perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), and will conduct various specified activities in that regard. In complying with those requirements, the Developer covenanted and agreed to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the applicable parcels found to be necessary as a result of the subsequent use of the applicable parcels for residential purposes. See the preceding paragraph regarding the removal by the Developer of structures located on the Dunes property which removal effectively remediated lead-based paint issues arising from the buildings.

Pesticides. The Quitclaim Deed notified the Developer that pesticides may be present on the property conveyed to the Developer. The Quitclaim Deed represented that "To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human

health or the environment, and the use and application of any pesticide product by the Government was in accordance with its intended purpose, and in accordance with CERCLA."

Notice of the Presence of Polychlorinated Biphenyls ("PCBS"). The Quitclaim Deed acknowledges that fluorescent light ballasts containing PCBs were present on the applicable parcels. The Government represented in the Quitclaim Deed that "… PCB containing equipment does not currently pose a threat to human health or the environment when managed properly. All PCB-containing equipment is presently in full compliance with applicable laws and regulations."

Contaminated Groundwater. The Quitclaim Deed acknowledges that the groundwater beneath certain portions of the property is contaminated with volatile organic compounds, primarily trichloroethylene. In the Quitclaim Deed, the Developer covenanted for itself, its successors, and assigns not to access or use groundwater underlying the property for any purpose. The Developer has also represented that the Dunes has received an allocation of water, through FORA to the City which, in turn, allocated water to the Dunes through development entitlements. Available water is provided by the Salinas Valley Groundwater Basin aquifers not impacted by contamination with volatile compounds. Water for the project is provided by the local Marina Coast Water District, and the allocation is sufficient for all of the planned development for the Dunes.

Potential for Presence of Ordnance and Explosives. The property conveyed pursuant to the Quitclaim Deed was primarily used by the Army for training purposes, and the Quitclaim Deed states that: "Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property." The Developer has agreed in the Quitclaim Deed that should it or any of its successors and assigns discover any ordnance on the property, they shall not attempt to remove or destroy it, but will immediately complete an Ordnance and Explosives Incident Reporting Form, and notify applicable police and Government representatives. The Developer has advised that, to date, it has not encountered any ordnance on the Dunes property.

Environmental Protection Agency Letter. In a letter dated March 31, 2003, the Chief of the Federal Facility and Site Cleanup Branch, Superfund Division of the United States Environmental Protection Agency Region IX (the "EPA") indicated that the EPA had received the FOST, and that all parcels identified within the FOST have either been cleaned up or identified as "uncontaminated" under CERCLA. The letter states that EPA has reviewed the FOST, including various related documents (collectively, the "Documents") and that: "Without independent investigation or verification of certain information contained in the Documentation, the [signatory to the letter] concurs, to the extent set forth below, with the Army's determination that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the parcels has been taken." The letter goes on to state that: "The concurrence shall not be construed in any manner inconsistent with any obligation, right or authority existing under the Fort Ord Federal Facility Agreement, and all amendments thereto, entered into by EPA, the State of California and the Army. The undersigned expressly reserves all rights and authorities relating to information not contained in the Documentation, whether such information is known as of this date, or is discovered in the future." The letter concludes that: "… EPA concurs that the [parcels identified in the FOST] are suitable for transfer for the intended reuse, given the environmental restrictions identified."

Responsibility for Future Environmental Actions. Under CERCLA, the United States would be liable for the remediation of any environmental contamination that may be found in any land transferred to the Developer, except for any asbestos or lead-based paint in buildings on land so transferred the remediation of which is the responsibility of the Developer.

Environmental Insurance. In connection with a risk analysis undertaken by FORA prior to the conveyance of former Fort Ord Army Base property to FORA, especially as it related to possible unexploded ordinance on the property, FORA obtained a pollution legal liability insurance policy. The policy was for a ten year term which expired in 2014, and was replaced with a new policy that came into effect on December 31, 2014 and extends to December 31, 2024. The current policy provided by Chubb Custom Insurance Company is a claims-made policy with an aggregate limit of $50,000,000 and a deductible of $500,000, that insures against preexisting and new pollution incidents at various sites within the Fort Ord property. The policy has various exclusions, including liability arising from asbestos, lead based-paint, and ground water contamination. The City is a named insured under the policy with respect to certain of the property located in the City, with an aggregate policy limit of $1,000,000 and a $500,000 deductible, with the coverage reflecting the fact that the portions of the former Fort Ord Army Base in the City were not those where unexploded ordinance was likely to be discovered. The Developer also purchased a separate pollution liability policy in respect of its operations in the City, that also was a claims-made policy, but that policy has expired.

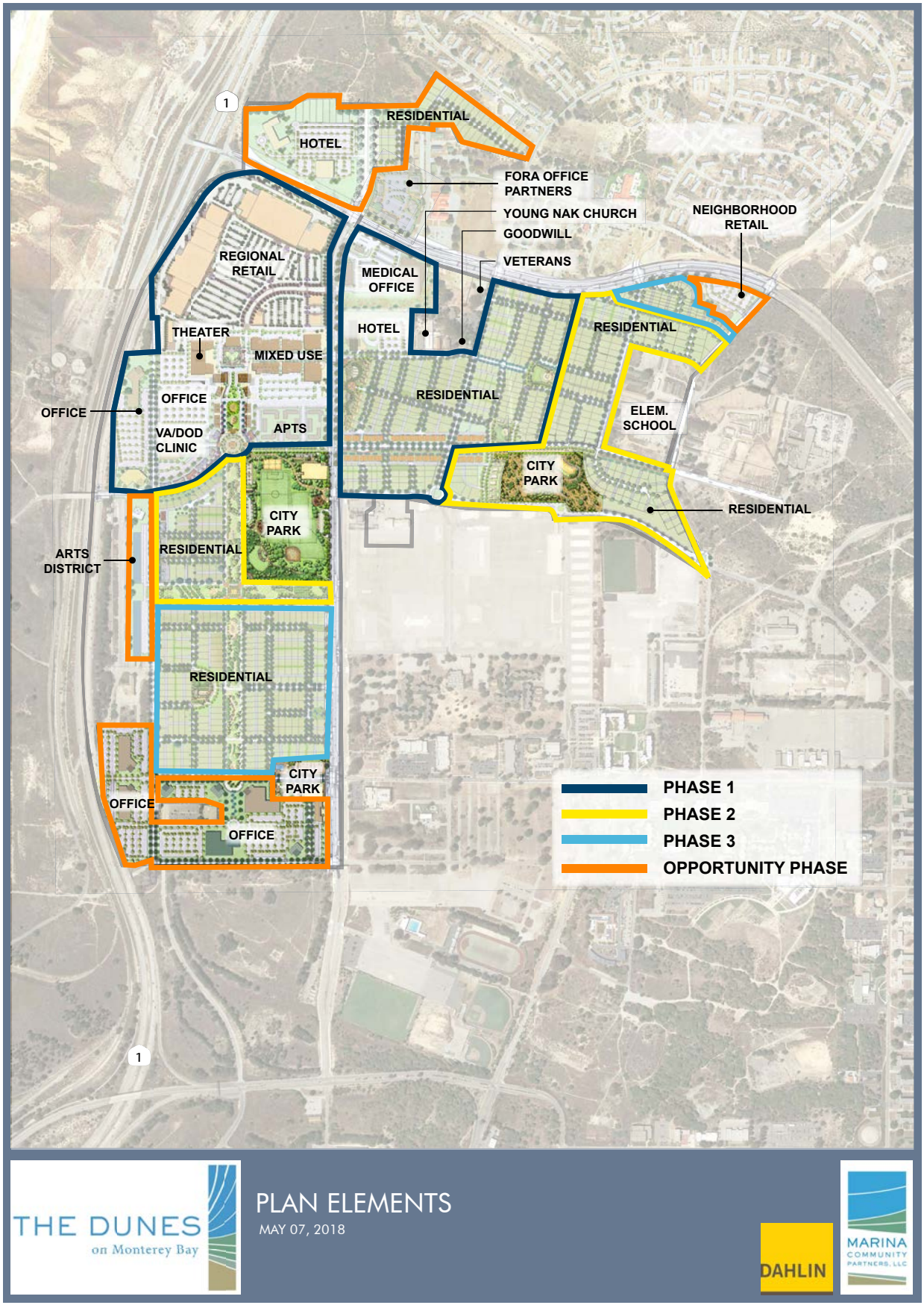
According to FORA and the City, no claims have ever been filed under the prior or current pollution liability policy obtain by FORA. The Developer reports that it never made any claim under the pollution liability policy obtained by it. If a claim is ever filed and honored under the current FORA policy (which includes coverage for the City described above), the proceeds are in no way pledged to the payment of the Bonds, and would be expected to be used to cover costs related to the insured event.

Development Program/Phasing

At entitled in 2005, the DDA contemplated development of the Dunes generally as anticipated as follows:

Phase	Residential	Commercial	Parks/Open Space
Phase 1	• 332 SFD Homes • 108 Unit Affordable Housing Rental Complex • 81 Townhome/condo/ live work units within mixed use Promenade	• 408,000 sf retail • 269,000 sf office/business park • 196 hotel rooms • 150,000 sf Village Center/Promenade commercial	• Village Square • Village Center linear Park • 9th Street Corridor/ Roundabout Multi-use trail • Residential Parks
Phase 2	• 360 units, SFD • 140 affordable SFD	• 2,000 sf retail • 294 hotel rooms	• Large City park • Small City park • Linear parks • 9th Street Multi-use trail • Residential parks
Phase 3	• 214 units, SFD	• 23,000 sf retail • 399,000 sf office/business park	• Small City park • Linear parks

The Dunes project is anticipated to be developed in multiple phases (See next page for a phasing map of the project).


1
RESIDENTIAL
HOTEL
FORA OFFICE PARTNERS
YOUNG NAK CHURCH
GOODWILL
VETERANS
NEIGHBORHOOD RETAIL
REGIONAL RETAIL
MEDICAL OFFICE
HOTEL
RESIDENTIAL
THEATER
MIXED USE
RESIDENTIAL
OFFICE
OFFICE
VA/DOD CLINIC
APTS
ELEM. SCHOOL
CITY PARK
RESIDENTIAL
CITY PARK
ARTS DISTRICT
RESIDENTIAL
RESIDENTIAL
CITY PARK
OFFICE
OFFICE
1
PHASE 1
PHASE 2
PHASE 3
OPPORTUNITY PHASE
THE DUNES on Monterey Bay
PLAN ELEMENTS
MAY 07, 2018
DAHLIN
MARINA COMMUNITY PARTNERS, LLC

Conveyance of the property to the Developer is provided for in the DDA, and anticipates three primary conveyances with the opportunity for the Developer to acquire several smaller sites within each phase should market opportunities for development of the sites occur. The purchase price was originally $48 million for all three phases plus profit participation payments should the Developer achieve certain thresholds of return. The purchase price was adjusted to $43 million in accordance with amendments to the DDA made by the Second Implementation Agreement, which also included the Former Agency Obligation. In addition, this subsequent agreement required the Developer to lower its return threshold for sharing of land development profits, with the Developer sharing 50% of these profits above the threshold with the City/Successor Agency.

To date, the Developer has acquired the Phase 1 property from the City consisting of approximately 149 acres, at a land purchase price of $6 million. The Developer anticipates the purchase of Phase 2 property from the City in 2020.

Development/Construction Completed to Date

To date, significant portions of Phase 1 have been completed as described below.

Residential:

- 108 unit Low/Very Low Affordable Housing Apartment Complex
- 332 single family homes constructed by Shea Homes

Commercial:

- 368,000 sf regional retail center anchored by Target
- 40,000 sf retail Shops at the Dunes, neighborhood quick serve restaurant/service commercial
- 106 room Springhill Suites
- 5 screen Cinemark Theater
- 140,000 sf VA/DOD regional health clinic
- 63,000 Community Hospital of Monterey Peninsula (now Montage Health) medical and wellness center facility

Public Parks/open space

- 9th Street Multi-modal corridor and roundabout (west)
- Village Square
- Residential parks A, J, K

Public/Private Streets

- 39.88 acres of streets - 9th Street, General Stillwell Drive, 3rd Avenue, 8th Street, 10th Street, residential streets, commercial access ways

Future Development

Near Term Improvements. The Dunes project is progressing with the key components for the buildout of the remainder of Phase 1. First, there is market analysis, financial modeling, and site and architectural planning underway for the Promenade. This is anticipated to be a mixed-use development, combining 83 or more townhome/condominium units, including live/work townhomes, and approximately 53,000 square feet of commercial space. It is

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, , final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land development company, titled Marina Community Partners, LLC. Each member of the Developer limited liability partnership has a 33 1/3% interest in the Developer (Shea Homes now has a 2/3rds interest). The Developer's primary responsibility is the promotion of the Dunes project. Shea Homes is the managing partner of the Developer, specifically, operating with offices located in the City, and through oversight of Shea Homes Northern California Division, in Livermore,

California. The Developer was formed in 2005, and is a registered Delaware limited liability company.

The purpose of the Developer is to acquire the project property from the City to promote and develop the underlying property of the Dunes project master plan for sale to Developer members or other third-party developers for vertical construction and use. Investment in the Dunes project to date has come from internal funds from each of the three Developer parties. These sources have funded entitlements, backbone infrastructure, and vertical improvements for both residential and commercial uses. Other sources of funding have come from third party developers who have purchased commercial and multi-family residential pads and constructed the vertical retail, office, and residential improvements. Funding for improvements in future project phases are anticipated to come from similar sources.

Shea Homes Limited Partnership is an affiliated company to J.F. Shea Co. Inc.. Both companies are headquartered in Walnut, California, near Los Angeles, California, and are privately held. J.F. Shea Co. Inc. was established in 1881, focuses on heavy construction projects, and is credited with participation in construction of the Golden Gate Bridge, the Hoover Dam, and portions of the Bay Area Rapid Transit System (BART). Shea Homes has multiple divisions including both single family and active adult focused homebuilding operations in states including California, Arizona, Colorado, Texas and North Carolina. Other affiliated businesses include Shea Mortgage and Shea Properties.

Today, Shea Homes operates in many states throughout the U.S., including California, Colorado, Nevada, Arizona, Washington, Virginia, North Carolina, Florida, and Texas. Recently, Shea Homes celebrated its 100,000th closing. Shea Homes is the 13th largest home builder, as rated by closings in 2017. The Dunes project is managed locally, and out of the Livermore, California, office of Shea Homes, Northern California Division. Currently Shea Homes Northern California has 14 active residential and/or master planned communities under development throughout northern California.

Shea Properties is an affiliated entity of JF Shea Co, Inc., is headquartered in Aliso Viejo, California, and is a diversified real estate company responsible for the acquisition, design, development, construction, leasing, and management of business parks, shopping centers, apartment communities and mixed-use environments. Shea Properties currently owns and operates more than 8,100 apartment units and 4.9 million square feet of office, industrial and retail space in California, Colorado and Washington, Shea Properties participates in the Dunes project through its northern and southern California offices.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

Limited Source of Funds to Repay Bonds

The Bonds are payable from the Pledged Non-Housing Funds, which are derived solely from increases in the property tax revenues arising from the Dunes development. See "SECURITY FOR THE BONDS" and "THE DUNES PORTION OF THE MERGED PROJECT AREA." Reductions in the assessed value of the property in the Dunes development would result in a reduction in the Pledged Non-Housing Funds, and could result in a failure of the Successor Agency to make timely payment of the debt service due on the Bonds. See "RISK FACTORS—Reduction in Taxable Value." The Successor Agency expects to issue Parity Debt secured by the pledge of the Pledged Non-Housing Funds under the Indenture as assessed values of the property in the Dunes development increases, as a consequence of further development of the Dunes project. See "FINANCING PLAN—The Infrastructure Note" and "SECURITY FOR THE BONDS—Parity Debt."

Recognized Obligation Payment Schedule

The Dissolution Act provides that only those payments listed in a Recognized Obligation Payment Schedule may be made by a successor agency from the funds specified in the Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Dissolution Act, on or before each February 1 commencing February 1, 2016, the Successor Agency shall submit to the Oversight Board and the DOF, a Recognized Obligation Payment Schedule unless, at the option of the Successor Agency and subject to DOF approval and satisfaction of certain other conditions, a Last and Final Recognized Obligation Payment Schedule is filed by the Successor Agency and is approved by the DOF in which event no such periodic filing requirements apply. In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, for each annual period, the Dissolution Act requires each successor agency to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Consequently, in instances where a Last and Final Recognized Obligation Payment Schedule is not filed, Pledged Non-Housing Funds will not be withdrawn from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller and remitted to the Successor Agency without a duly approved and effective Recognized Obligation Payment Schedule to pay debt service on the Bonds and to pay other enforceable obligations for each applicable annual period. In the event the Successor Agency were to fail to file a Recognized Obligation Payment Schedule as required, the availability of Pledged Non-Housing Funds to the Successor Agency could be adversely affected for such period. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules." The Successor Agency has indicated that it has no current plans to file a Last and Final Recognized Obligation Payment Schedule. See last paragraph under "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules – Submission of Recognized Obligation Payment Schedule."

In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, if a successor agency does not submit a Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the DOF may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller is then required to distribute the portion of any of the sums withheld as described above to the affected taxing entities in accordance with applicable provisions of the Dissolution Act upon notice by the DOF that a portion of the withheld balances are in excess of the amount of enforceable obligations. Although the Successor Agency currently

has no plans to file a Last and Final Recognized Obligation Payment Schedule nothing in the Indenture prevents it from doing so in the future.

For a description of the covenant made by the Successor Agency in the Indenture relating to the obligation to submit Recognized Obligation Payment Schedules on a timely basis, see "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

AB 1484 also added provisions to the Dissolution Act implementing certain penalties in the event a successor agency does not timely submit a Recognized Obligation Payment Schedule as required. Specifically, an oversight board approved Recognized Obligation Payment Schedule must be submitted by the successor agency to the county auditor-controller and the DOF, no later than each February 1 for the subsequent annual period. If a successor agency does not submit a Recognized Obligation Payment Schedule by such deadlines, the city or county that established the redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, a successor agency's administrative cost allowance is reduced by 25% if the successor agency does not submit an oversight board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline, with respect to the Recognized Obligation Payment Schedule for the subsequent annual period.

Challenges to Dissolution Act

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., California Health and Safety Code sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, §10, cl.1; Cal. Const. art. 1, §9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora's constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora's takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment, however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency's ability to timely pay debt service on the Bonds.

Reduction in Taxable Value

Pledged Non-Housing Funds allocated to the Redevelopment Property Tax Trust Fund and thereby available to pay principal of and interest on the Bonds are determined by the amount of incremental taxable value in the Dunes development and the current rate or rates at which property in the Dunes development is taxed. The reduction of taxable values of property in the Dunes development caused by economic factors beyond the Successor Agency's control, such as sale of property to a non-profit corporation or governmental entity exempt from property taxation, or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Pledged Non-Housing Funds available to pay debt service on the Bonds. Such reduction of Pledged Non-Housing Funds to pay debt service on the Bonds could have an adverse effect on the Successor Agency's ability to make timely payments of principal of and interest on the Bonds; this risk could be increased by the significant concentration of property ownership in the Dunes development. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Largest Taxpayers."

As described in greater detail under the heading "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution," Article XIIIA provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a two percent increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the Bonds with respect to property in the Dunes development could reduce the Pledged Non-Housing Funds available to pay debt service on the Bonds.

In addition to the other limitations on, and required application under the Dissolution Act of Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and thereby the Pledged Non-Housing Funds. Although the federal and State Constitutions include clauses generally prohibiting the Legislature's impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Tax Revenues and adversely affect the source of repayment and security of the Bonds.

Limitations on Remedies

The enforceability of the rights and remedies of the owners of the Bonds and the obligations of the Successor Agency may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; equitable principles which may limit the specific enforcement under state law of certain remedies: the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Bond Owners.

Risks to Real Estate Market

The Successor Agency's ability to make payments on the Bonds will be dependent upon the economic strength of the property in the Dunes development. The general economy of the property in the Dunes development will be subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development within the Dunes development could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development. In addition, if there is a significant decline in the general economy of the City, the owners of property within the Dunes development may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Tax Revenues by the Successor Agency, and thereby the Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage" for a description of the projected debt service coverage on the Bonds.

Concentration of Property Ownership

Based on fiscal year 2017-18 assessed taxable valuations, the Developer and related entities represent 25.8%, and the top ten taxable property owners in the Dunes development represent 67.48% of the total fiscal year 2017-18 assessed value. A default by any such taxpayer in the payment of its property taxes could materially and adversely affect the ability of the Successor Agency to pay debt service on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Largest Taxpayers."

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. See "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution." The Successor Agency is unable to predict if any further adjustments to the full cash value base of real property within the Redevelopment Projects, whether an increase or a reduction, will be realized in the future.

Development Risks

The general economy of a redevelopment project will be subject to all the risks generally associated with real estate development. Projected development may be subject to unexpected delays, disruptions and changes. Real estate development operations may be adversely affected

by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development operations within a redevelopment project could be adversely affected by future governmental policies, including governmental policies to restrict or control development. If projected development in a redevelopment project is delayed or halted, the economy of the redevelopment project could be affected. If such events lead to a decline in assessed values they could cause a reduction in incremental property tax revenues.

A decline in development activity in the Dunes development may not, in itself, adversely impact the Successor Agency's ability to pay debt service on the Bonds in light of the debt service coverage provided by fiscal year 2017-18 Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Future Land Use Regulations and Growth Control Initiatives

In the past, citizens of a number of local communities in California have placed measures on the ballot designed to limit the issuance of building permits or impose other restrictions to control the rate of future growth in those areas. It is possible that future initiatives could be enacted that could be applicable to the City and have a negative impact on the ability of developers in the Redevelopment Project to complete any existing or proposed development. Bond Owners should assume that any event that significantly affects the ability to develop land in the City could cause the land values within the Redevelopment Project to decrease substantially and could affect the willingness and ability of the owners of land within the Redevelopment Project to pay property taxes when due.

There can be no assurance that land development within the Dunes development will not be adversely affected by future governmental policies, including, but not limited to, government policies to restrict or control development. Under current State law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on the permits prior to the adoption of such regulations.

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the Dunes development and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Pledged Non-Housing Funds. The Successor Agency has in the past experienced reductions in its tax increment revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a discussion of historical assessment appeals in the Dunes development and summary information regarding pending and resolved assessment appeals for the Successor Agency, see "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" and Section 5 of the Fiscal Consultant's Report in APPENDIX G.

The Developer and related parties, and one other of the top ten largest property taxpayers in the Dunes development, have pending property tax appeals. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Assessment Appeals" for a description of pending appeals and the potential impact on Pledged Non-Housing Funds if the appeals are granted.

Levy and Collection of Taxes

The Successor Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Pledged Non-Housing Funds used to pay debt service on the Bonds.

Delinquencies in the payment of property taxes by the owners of land in the Dunes development, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Successor Agency's ability to make timely payments on the Bonds.

Bankruptcy and Foreclosure

The payment of the property taxes from which the Pledged Non-Housing Funds are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Although such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, the Successor Agency believes any such adverse impact is unlikely in light of the debt service coverage provided by fiscal year 2017-18 Pledged Non-Housing Funds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage" for a description of the debt service coverage on the Bonds.

Estimated Revenues

In estimating that Pledged Non-Housing Funds will be sufficient to pay debt service on the Bonds, the Fiscal Consultant has made certain assumptions with regard to present and future assessed valuation in the Dunes development, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Pledged Non-Housing Funds available to pay debt service on the Bonds will be less than those projected and such reduced revenues may be insufficient to provide for the payment of principal of and interest on the Bonds. See "THE DUNES PORTION OF THE MERGED PROJECT AREAS—Projected Pledged Non-Housing Funds and Estimated Debt Service Coverage."

Seismic Factors and Flooding

The occurrence of severe seismic activity and/or flooding in the Dunes development could result in substantial damage to property located in the Dunes development, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction could result in a decrease in Pledged Non-Housing Funds.

The San Andreas Fault runs through the southeastern portion of the County for approximately 30 miles and poses the single greatest seismic risk to the City. Two other active faults include the Palo Colorado-San Gregorio Fault zone and the Monterey Bay Fault zone, which lies seaward of the City extending northwesterly to the Pacific Ocean. The western boundary of the City is located on the Pacific Ocean and the City is at risk of tsunami inundation along the shoreline and in the Salinas River flood plain to the north of the City; however, the Dunes development is not located in any Federal Emergency Management Agency flood zone.

See also "RISK FACTORS—Concentration of Property Ownership."

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels in the Dunes development would be the discovery of a hazardous substance that would limit the beneficial use of the property. In general, the owners and operators of an assessed parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as CERCLA or the Superfund Act, is the most well known and widely applicable of these laws but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition on the property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the assessed parcels be affected by a hazardous substance would be to reduce the marketability and value of the parcel by the costs of remedying the condition, since the purchaser, upon becoming owner, will become obligated, along with the seller, to remedy the condition.

The Dunes development is being constructed on a portion of the former Fort Ord Army base. See "THE DUNES DEVELOPMENT—Environmental Conditions" for extensive disclosures regarding certain environmental factors related to the Dunes property, and related investigations and remedial efforts.

Covid-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the State of California and local governmental agencies within the State, as well as the entire United States. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

The COVID-19 Pandemic has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools. The United States is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

On March 4, 2020, the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19. Under the California Emergency Services Act,

during a state of emergency, the Governor has authority over all agencies of the state government and can exercise the State's police powers. His powers also include the power to promulgate, issue, and enforce orders and regulations as he deems necessary.

Since declaring the emergency, the Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include his March 19, 2020 Executive Order N-33-20, which orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of certain critical infrastructure sectors, as described in that order and later designations. On _____, 2020, the County declared a local public health emergency and issued a series of orders, which generally align, among other matters, with the Governor's order. These actions are focused on "social distancing," or limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and impacts enterprise operations and the economy. The shelter in place orders from the State and the County are ongoing and are expected to continue to be enforced until the threat to public health from the COVID-19 pandemic can be adequately managed.

The Governor issued Executive Orders N-29-20 and N-35-20 relaxing state and local agency open meeting laws to accommodate social distancing. The Successor Agency has held recent meetings of its Board of Directors remotely, unhindered by the COVID-19 Pandemic. The Successor Agency's employees, constituting City employees, and its consultants, have continued to work remotely, leveraging available technology to continue operations. The City does not expect its business operations related to the Successor Agency to be materially curtailed; however, the Successor Agency offers no assurances that Board member or employee absences due to COVID-19 illnesses will not materially and adversely impact its operations.

At present all construction activities in the City, other than with respect to projects 100% of the units in which are to be rented to low income persons and families, have been suspended by order of the County's Public Health Officer. The foregoing includes the suspension of construction activity within The Dunes development. No prediction can be made as to when the suspension of construction activities will be lifted.

Future property taxes, and therefore Available Tax Revenues to the Successor Agency, could be impacted. The initial impact could occur because upcoming property tax installments could be deferred, or some taxpayers may be unable to make their property tax payments. Through _____, 2020, the County reports it has received _____ percent of the 2019-20 property tax levy, which results in a delinquency rate of approximately _____ percent. The value of property on the 2020-21 and future tax rolls could be reduced, which will not be known until the tax roll is released sometime in late July of 2020. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes and therefore Available Tax Revenues.

Changes in the Law

There can be no assurance that the California electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of the Pledged Non-Housing Funds available to pay debt service on the Bonds.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the

Bonds were issued, as a result of future acts or omissions of the Successor Agency in violation of its covenants in the Indenture.

In addition, current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals.

Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Finally, the Successor Agency does not intend to make an application for the assignment of a rating for the Bonds, which may further limit a secondary market for the Bonds. See "NO RATING."

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Successor Agency has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Successor Agency's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Successor Agency with respect to certain material facts within the Successor Agency's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Bonds is the price at which a substantial amount of the Bonds is first sold to the public. The Issue Price of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bonds. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. For example, legislation has been introduced in the current session of Congress which would, among other things and if enacted, change the income tax rates for individuals and corporations and repeal the federal alternative minimum tax. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Successor Agency as a taxpayer and the Bond owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails

to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the opinion that Bond Counsel expects to deliver upon the issuance of the Bonds is set forth in APPENDIX B—FORM OF OPINION OF BOND COUNSEL.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being the principal amount of the Bonds of $_____, less an Underwriter's discount of $_____, and plus an original issue premium of $_____). The Underwriter will purchase all of the Bonds if any are purchased.

The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

KNN Public Finance, LLC, Oakland, California, has served as municipal advisor (the "Municipal Advisor") to the Successor Agency in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in the Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINIONS

The proposed form of Bond Counsel's approving opinion with respect to the Bonds is attached hereto in APPENDIX B—FORM OF OPINION OF BOND COUNSEL. In addition to those matters opined on by Bond Counsel, certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP, in its capacity as Disclosure Counsel to the Successor Agency for the Bonds and by Goldfarb & Lipman LLP, Oakland, California, in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, in its capacity as Underwriter's Counsel.

LITIGATION

There is no action, suit or proceeding known to the Successor Agency to be pending and notice of which has been served upon and received by the Successor Agency, or threatened, restraining or enjoining the execution or delivery of the Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Successor Agency taken with respect to any of the foregoing. See, however, "RISK FACTORS—Challenges to Dissolution Act."

NO RATING

The Successor Agency has not made, and does not intend to make, any application for the assignment of a rating to the Bonds.

CONTINUING DISCLOSURE

The Successor Agency has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Successor Agency (the "Annual Report") by not later than April 1 after the end of the Successor Agency's fiscal year (the current end of the Successor Agency's fiscal year is on June 30), commencing with the report for the 2019-20 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by the Successor Agency with the Municipal Securities Rulemaking Board (the "MSRB"). The notices of enumerated events will be filed by the Successor Agency with the MSRB. The specific nature of the information to be made available and to be contained in the notices of material events is summarized below under the caption APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The Successor Agency has complied in all material respects with respect to prior continuing disclosure obligations under the Rule in connection with the 2018A Bonds and the 2018B Bonds. However, within the past five years the City failed to make filings for certain CUSIP numbers related to general obligation bonds that it issued in 2005. The City has since made filings to remedy those failures. In order to promote compliance by the City and the Successor Agency with continuing disclosure obligations, the City has adopted disclosure policies, and the Successor Agency has retained Applied Best Practices, LLC to serve as the dissemination agent under the Continuing Disclosure Certificate for the Bonds. See APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

AUDITED FINANCIAL STATEMENTS

The City's annual financial statements for its fiscal year ended June 30, 2019 (the "City Financial Statements") are attached as APPENDIX E—ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City Financial Statements include financial information of the Successor Agency for the fiscal year ended June 30, 2019. The financial statements were audited by Mann, Urrutia, Nelson CPAs & Associates, LLP (the "Auditor"). The Auditor has not been asked to consent to the inclusion of the City Financial Statements in this Official Statement and has not reviewed this Official Statement.

As described in "SECURITY FOR THE BONDS—Limited Obligation," the Bonds are

payable from and secured by a pledge of Available Non-Housing Tax Increment Funds and the Bonds are not a debt of the City. APPENDIX E is included in this Official Statement only because it includes the Successor Agency's audited financial information.

MISCELLANEOUS

All of the preceding summaries of the Indenture, the Redevelopment Law, the Dissolution Act, other applicable legislation, agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Successor Agency for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the City Manager of the City of Marina, California, on behalf of the Successor Agency, has been duly authorized by the Successor Agency.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By _____
City Manager
City of Marina, California

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

[to come]

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

June __, 2020

Successor Agency to the
Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California 93933

OPINION: $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Marina Redevelopment Agency, as successor to the former Marina Redevelopment Agency (the "Former Agency"), of its $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "2020A Bonds"), pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), Resolution No. 2020-01 (SA-MRA) adopted by the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture").

In connection with this opinion, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public body, corporate and politic, with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the 2020A Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable upon the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the 2020A Bonds, on a parity with the pledge thereof for the security of any Parity Debt that may be issued pursuant to and as such capitalized term is defined in the Indenture.

4. The 2020A Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Successor Agency's compliance with certain covenants, interest on the 2020A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest on the 2020A Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2020A Bonds.

6. The interest on the 2020A Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2020A Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the 2020A Bonds.

The rights of the owners of the 2020A Bonds and the enforceability of the 2020A Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Successor Agency and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix C concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Successor Agency takes no responsibility for the completeness or accuracy thereof. The Successor Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on such website is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates

representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Successor Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Successor Agency believes to be reliable, but the Successor Agency takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY (the "Successor Agency") in connection with the issuance of $_____ Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Successor Agency covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean Applied Best Practices, LLC, or any successor Dissemination Agent designated in writing by the Successor Agency and which has filed with the Successor Agency a written acceptance of such designation. In the absence of such a designation, the Successor Agency shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the Official Statement with respect to the Bonds, dated June __, 2020.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Successor Agency for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The Successor Agency shall, or shall cause the Dissemination Agent to, not later than the April 1 occurring after the end of each fiscal year of the Successor Agency (which currently ends on June 30), commencing with the report for the 2019-20 Fiscal Year, which is due not later than April 1, 2021, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Successor Agency may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the Successor Agency's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the Successor Agency shall provide the Annual Report to the Dissemination Agent (if other than the Successor Agency). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the Successor Agency. If the Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file event shall have occurred and the Successor Agency irrevocably directs the Dissemination Agent in a timely manner to send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) *Report of Non-Compliance*. If the Successor Agency is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the Successor Agency shall send, in a timely manner, a notice to EMMA substantially in the form attached hereto as Exhibit A. If the Successor Agency is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send, in a timely manner, a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the Successor Agency, file a report with the Successor Agency certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the City of Marina, California for the preceding fiscal year (which include financial information for the Successor Agency), prepared in accordance with generally accepted accounting principles. If the Successor Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited financial statements of the Successor Agency, the Annual Report for each fiscal year shall also include financial and operating data with respect to the Successor Agency for the most recent full fiscal year (except as provided in (4) below), as follows:

(1) Cumulative tax increment revenues allocated to the Former Agency and the Successor Agency, and outstanding bonded indebtedness, each as applicable under the fiscal merger of the Marina Municipal Airport Redevelopment Plan, the Marina Redevelopment Plan and the Redevelopment Project No. 3 Redevelopment Plan (plan limitations of $4,000,000,000 and $655,000,000, respectively).

(2) Ten Largest Property Taxpayers (substantially in the form of Table 4 in the Official Statement).

(3) Historical Pledged Non-Housing Funds (substantially in the form of Table 5 in the Official Statement).

(4) Projection of Pledged Non-Housing Funds available for Debt Service and Debt Service Coverage for the Bonds (and any outstanding Parity Debt) in a format similar to Table 8 in the Official Statement for the current fiscal year, but with no requirement to project future years' values and coverage.

(5) The issuance of any Parity Debt related to the Bonds, including a description of the date of issuance, the principal amount issued and the use of proceeds thereof.

(6) The amount of the Reserve Requirement for the Bonds as of the end of such fiscal year and the amount on deposit as of such date in the Series 2020A Reserve Account of the Series A Debt Service Fund.

(7) The amount of the Reserve Requirement for the 2018A Bonds and any reserve requirement for any outstanding Parity Debt as of the end of such fiscal year and the amount on deposit as of such date in the Reserve Account for the 2018A Bonds and in any reserve account for such Parity Debt, respectively.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Successor Agency or related public entities, which are available to the public on EMMA. The Successor Agency shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the Successor Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Indenture.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The Successor Agency has initially appointed Applied Best Practices, LLC as the Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Successor Agency, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Successor Agency pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bond owner, with respect to any such reports, notices or disclosures. The fact that

the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the Successor Agency.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the Successor Agency for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Successor Agency from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Successor Agency, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the Successor Agency or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the Successor Agency. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Successor Agency may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Successor Agency that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the Successor Agency shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Successor Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of

dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Successor Agency shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Successor Agency to comply with any provision of this Disclosure Certificate, any Certificate owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with their obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the Successor Agency to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Successor Agency, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: June __, 2020

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

By: _____
Layne Long,
City Manager
of the City of Marina

ACKNOWLEDGED and AGREED:

APPLIED BEST PRACTICES, LLC, as
Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor:	Successor Agency to the Marina Redevelopment Agency
Names of Issue:	Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A
Date of Issuance:	June __, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated the Date of Issuance, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

APPLIED BEST PRACTICES, LLC, as
Dissemination Agent

By _____
Authorized Officer

APPENDIX E

ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019

The Auditor was not requested to consent to the inclusion of its report in this Appendix E and it has not undertaken to update financial statements included in this Appendix E. No opinion is expressed by the Auditor with respect to any event subsequent to its report.

APPENDIX F

GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY

The following information is provided for background purposes only. The City of Marina and the County of Monterey have no liability or responsibility whatsoever with respect to the Bonds or the Indenture.

Introduction

The City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, 8 miles west of the City of Salinas, and 8 miles north of the City of Monterey. The City is also connected to Monterey, California by California State Route 1, which also connects it with Santa Cruz, California, after driving for about 35 miles. The City lies at an elevation of 43 feet. The City was incorporated in 1975 and is the newest city on the Monterey Peninsula. The City includes part of the California State University, Monterey Bay campus, the UC MBEST branch research center of the University of California Santa Cruz, and the Veterans Transition Center (VTC). According to the United States Census Bureau, the City has a total area of 9.8 square miles, of which 8.9 square miles is land and 0.9 square miles is water.

The City's history is intertwined with that of Fort Ord. Fort Ord lands were used as an infantry training center since the Mexican–American War. Major growth took place in 1938 with the first joint Army and Navy maneuvers held in 1940. Fort Ord was selected in 1991 for decommissioning and the post formally closed after troop reassignment in 1994. In July 1994 the first academic year of California State University, Monterey Bay opened, and barracks were soon transformed into dorms. As a result of base closure, some of the last undeveloped natural wildlands on the Monterey Peninsula are now overseen by the Bureau of Land Management, including 86 miles of trails for the public to explore on foot, bike or horseback. In 2012, President Barack Obama designated 14,000 acres of the closed base as a National Monument managed by the BLM.

The County. Monterey County, described as the "greatest meeting of land and sea" celebrated its quadricentennial in 2002. In 1602, Spanish merchant Sebastian Vizcaino became the first European on the Monterey Peninsula. He christened Monterey after the viceroy of New Spain, Count de Monte Rey. Eventually, the City of Monterey served as California's first capital, where the State constitution was signed in 1849. The County is one of the 27 original California counties, incorporating in 1850.

With an area of about 3,300 square miles, the County borders the Pacific Ocean almost at the midpoint of California with 99 miles of coastline. The County is located about 100 miles south of San Francisco and 240 miles north of Los Angeles. It is bordered by Santa Cruz County to the north, San Benito (originally part of Monterey County), Fresno and Kings Counties to the east and San Luis Obispo County to the south.

There are two distinct sub-regions in the County. One is the Monterey Peninsula, world famous for beautiful ocean views, opulent homes, the 17-mile drive, seafood and golf courses. The other, the Salinas Valley, is equally renowned as an area full of fertile farmland, running almost the entire length of the County and is one of the world's major vegetable producing areas.

The Department of Defense has a number of installations located in the County: Fort Hunter-Liggett, Camp Roberts, the Naval Postgraduate School, the Defense Language Institute

and some support facilities for the Naval Postgraduate School and the Defense Language Institute and certain other functions at what used to be Fort Ord. The Monterey Peninsula, famed for its scenic beauty, is a year-round tourist attraction. Pebble Beach, Cypress Point, Spyglass Hill, Poppy Hills and The Links at Spanish Bay are well known Monterey Peninsula golf courses. The Monterey Bay Aquarium and the City of Carmel-By-The-Sea also are attractions that draw tourists to the Monterey Peninsula.

The County also benefits from two wilderness areas set aside for recreational enjoyment, consisting of 468,538 total acres. The Los Padres National Forest has 304,035 acres and the Ventana Wilderness totals 164,503 acres.

Population

The table below summarizes population of the City of Marina, Monterey County, and California for the last five years.

CITY OF MARINA, MONTEREY COUNTY, and STATE OF CALIFORNIA
Population

Year	City of Marina	Monterey County	State of California
2015	21,179	432,964	38,952,462
2016	21,669	438,159	39,214,803
2017	22,263	441,898	39,504,609
2018	22,548	442,940	39,740,508
2019	22,957	445,414	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2010-19, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for the County, the State of California and the United States:

MONTEREY COUNTY, CALIFORNIA, and UNITED STATES
Civilian Labor Force, Employment, and Unemployment
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2015	Monterey County	221,400	203,500	17,900	8.1%
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Monterey County	220,400	203,800	16,700	7.6
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Monterey County	220,200	204,400	15,800	7.2
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018	Monterey County	224,100	210,000	14,000	6.3
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019[2]	Monterey County	222,500	208,700	13,800	6.2
	California	19,411,600	18,627,400	784,200	4.0
	United States	163,539,000	157,538,000	6,001,000	3.7

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-19, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Industries in the County

The table below sets forth a list of major employers in Monterey County in 2020.

MONTEREY COUNTY
2020 Major Employers

Employer Name	Location	Industry
Al Pak Labor	Soledad	Fruits & Vegetables-Wholesale
Azcona Harvesting	Greenfield	Harvesting-Contract
Bud of California	Soledad	Fruits & Vegetables-Growers & Shippers
Carol Hatton Breast Care Ctr	Monterey	Clinics
Casa Palmero At Pebble Beach	Pebble Beach	Hotels & Motels
County-Monterey Behavioral	King City	Health Services
Hilltown Packing Co	Salinas	Harvesting-Contract
Mann Packing Co	Salinas	Fruits & Vegetables-Growers & Shippers
Middlebury Institute-Intl	Monterey	University-College Dept/Facility/Office
Misionero Vegetables	Gonzales	Fruits & Vegetables-Growers & Shippers
Monterey County Social Svc Dpt	Salinas	Government Offices-County
Monterey Peninsula College	Monterey	Junior-Community College-Tech Institutes
Natividad Medical Ctr	Salinas	Hospitals
Ord Community Commissary	Seaside	Military Bases
Pebble Beach Co	Pebble Beach	Resorts
Premier Raspberry LLC	Royal Oaks	Grocers-Wholesale
Premium Harvesting & Packing	Salinas	Employment Agencies & Opportunities
Presidio of Monterey	Monterey	Military Bases
Quality Farm Labor	Gonzales	Labor Contractors
R C Packing	Gonzales	Packing & Crating Service
Salinas Valley Meml Healthcare	Salinas	Health Care Management
US Defense Manpower Data Ctr	Seaside	Government Offices-Us
Valley Harvesting	Greenfield	Crop Harvesting

Source: America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Construction Activity

The following table reflects the five-year history of building permit valuation for Marina and Monterey County:

CITY OF MARINA
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 761	$ 17,492	$ 17,793	$ 25,210	$ 60,820
New Multi-family	894	4,500	-	8,360	-
Res. Alterations/Additions	507	2,253	841	1,411	15,105
Total Residential	2,162	24,245	18,635	34,982	75,925
Total Nonresidential	45,129	52,155	26,940	3,896	3,237
Total All Building	47,292	76,401	45,575	38,879	79,163
New Dwelling Units:					
Single Family	3	74	70	94	206
Multiple Family	8	12	-	47	-
Total	11	86	70	141	206

MONTEREY COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 97,600	$ 116,703	$ 152,257	$ 165,341	$ 199,194
New Multi-family	8,635	38,947	22,331	33,318	51,460
Res. Alterations/Additions	59,820	63,610	67,799	73,317	88,972
Total Residential	166,057	219,262	242,389	271,977	339,627
Total Nonresidential	154,340	223,141	197,865	171,630	151,103
Total All Building	320,398	442,403	440,254	443,608	490,731
New Dwelling Units:					
Single Family	236	374	486	523	611
Multiple Family	85	258	118	178	212
Total	321	632	604	701	823

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Columns may not sum to totals due to independent rounding.
(1) Latest available full year data.

Median Household Income

The following table summarizes the total effective buying income and the median household effective buying income for Marina, the County, the State of California and the nation for the five most recent years.

CITY OF MARINA, CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA and UNITED STATES
Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Marina	$ 413,715	$ 45,436
	Monterey County	8,776,830	50,389
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Marina	445,280	47,814
	Monterey County	9,535,558	52,802
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Marina	476,851	50,129
	Monterey County	10,045,200	56,609
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Marina	502,179	55,938
	Monterey County	10,807,771	60,275
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2019	City of Marina	526,229	61,719
	Monterey County	11,180,302	65,078
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: Nielsen Claritas, Inc.

APPENDIX G

FISCAL CONSULTANT'S REPORT

$_____
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

BOND PURCHASE CONTRACT

_____ __, 2020

Successor Agency to the Marina Redevelopment Agency
c/o City of Marina
211 Hillcrest Avenue
Marina, California 93933

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") offers to enter into this Bond Purchase Contract (this "Purchase Contract") with the Successor Agency to the Marina Redevelopment Agency (the "Agency") which will be binding upon the Agency and the Underwriter upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Contract and its delivery to the Underwriter on or before 8:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's length commercial transaction between the Agency and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as principal and not as agent or fiduciary of the Agency; (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency on other matters); and (iv) the Agency has consulted with its own legal and financial advisors to the extent it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $_____ aggregate principal amount of the Agency's Housing Tax Allocation Bonds, Series 2020B (the "Bonds"), at a purchase price equal to $_____ (being the aggregate principal amount thereof, [plus][less] a [net] original issue [premium][discount] of $_____ and less an Underwriter's discount of $_____). The Bonds are to be purchased by the Underwriter from the Agency. Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the "Closing."

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust, dated as of July 1, 2018, by and between the Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Agency and the Trustee (together, the "Indenture") and pursuant Section 34177.5 of the California Health and Safety Code and a resolution of the Agency adopted on February 19, 2020 (the "Agency Resolution"). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on February 27, 2020 (the "Oversight Board Resolution"). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement").

The net proceeds of the Bonds will be used to: (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC ("MCP"); (b) fund a debt service reserve account for the Bonds; and (c) provide for the costs of issuing the Bonds.

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Certificate, to be dated the date of the Closing (the "Disclosure Certificate"), by the Agency and as acknowledged and agreed to by Applied Best Practices, LLC, as Dissemination Agent thereunder, to provide certain annual information and notices of the occurrence of certain events. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate and this Purchase Contract are sometimes collectively referred to herein as the "Agency Legal Documents."

3. Offering.

(a) It shall be a condition to the Agency's obligations to sell and to deliver the Bonds to the Underwriter and to the Underwriter's obligations to purchase, to accept delivery of and to pay for the Bonds that the entire $_____ aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriter at the Closing. The Underwriter agrees to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

(b) The Underwriter agrees to assist the Agency in establishing the issue price of the Bonds and shall execute and deliver to the Agency at Closing an "issue price" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Agency and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Agency under this section to establish the issue price of the Bonds may be taken on behalf of the Agency by the Agency's municipal advisor, KNN

Public Finance, LLC (the "Municipal Advisor") and any notice or report to be provided to the Agency may be provided to the Agency's Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the Agency will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Agency the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Agency the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Agency and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Agency to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Agency when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

(e) The Agency will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Exhibit A attached hereto sets forth, as of the date of this Purchase Contract, the maturities of the Bonds for which the 10% test has been satisfied and the price or prices at which the Underwriter has sold such Bonds to the public.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Agency (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(4) "sale date" means the date of execution of this Purchase Contract by the Agency and the Underwriter].

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriter prior to the execution of this Purchase Contract copies of the Preliminary Official Statement dated May __, 2020, relating to the Bonds (the "Preliminary Official Statement"), which was approved by a resolution of the Agency adopted on May __, 2020 (the "Agency OS Resolution"). The Agency ratifies, confirms and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriter to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Underwriter agrees that it

will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and carry out and consummate the transactions on its part contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions on its part contemplated by the Agency Legal Documents; and when executed by the Agency and the other respective parties thereto the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument, which in any case has or may have a material adverse effect on the Agency's ability to comply with its obligations under the Agency Legal Documents; and the execution and delivery of the Agency Legal Documents, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Except as otherwise disclosed in the Official Statement, between the date of this Purchase Contract and the date of the Closing, the Agency will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Available LMIHF Funds, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) To the best knowledge of the officer of the Agency executing this Purchase Contract, after due inquiry, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending with respect to which the Agency has been served with process or threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the collection of the Available LMIHF Funds or contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or which might materially adversely affect the Available LMIHF Funds of the Agency; nor, to the best knowledge of the Agency, is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Available LMIHF Funds of the Agency superior to or on a parity with the lien provided for in the Indenture on the Available LMIHF Funds, other than as disclosed in the Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information under the headings "THE DEVELOPMENTS—The Dunes Development" and "—The Dunes Developer" therein, or information relating to The Depository Trust Company or the book-entry only system).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information under the headings "THE DEVELOPMENTS—The Dunes Development" and "—The Dunes

Developer" therein, or information relating to The Depository Trust Company or the book-entry only system).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriter, and, if in the opinion of the Underwriter or the Agency, or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriter, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be the Closing Date.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information under the headings "THE DEVELOPMENTS—The Dunes Development" and "—The Dunes Developer" therein, or information relating to The Depository Trust Company or the book-entry only system).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by counsel for the Underwriter.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriter in connection with the Bonds, or the Agency Legal Documents shall be deemed a representation by the Agency to the Underwriter as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement.

(q) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under

the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(r) Except as disclosed in the Official Statement, the Agency has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(s) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions on the part of the Agency described in the Preliminary Official Statement.

(t) The Department of Finance of the State (the "Department of Finance") has issued a letter, dated April 15, 2020 (the "DOF Letter"), approving the portion of the Oversight Board Resolution that approved the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions on the part of the Agency described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:30 A.M., California time, on June __, 2020 (the "Closing" or the "Closing Date"), or on such other date and time as may be mutually agreed upon by the Agency and the Underwriter, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriter, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Quint & Thimmig LLP, Larkspur, California ("Bond Counsel"), or such other place as shall have been mutually agreed upon by the Agency and the Underwriter, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriter in New York, New York, through the book-entry system of The Depository Trust Company ("DTC"). Unless the DTC Fast Automated Securities Transfer ("FAST") is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriter shall receive, within seven (7) business days of the date hereof, but in no event less than 1 business day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriter), in such reasonable quantity as the Underwriter shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the statements of the officers and other officials of the Agency made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to by the Underwriter, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect; and

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) Bond Counsel Opinion. The approving opinion of Bond Counsel to the Agency, dated the date of the Closing and substantially in the form included as Appendix B to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter and dated the date of the Closing, stating that the Underwriter may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion was addressed to the Underwriter and to the following effect:

(i) the Purchase Contract and the Continuing Disclosure Certificate have been duly executed and delivered by the Agency and (assuming due authorization, execution and delivery by and validity against the other parties thereto, as applicable) constitute the valid and binding obligations of the Agency, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles;

(ii) the statements contained in the Official Statement under the captions "INTRODUCTION," "FINANCING PLAN," "THE BONDS,"

"SECURITY FOR THE BONDS," "TAX MATTERS" and in Appendices A and B thereto insofar as such statements expressly summarize certain provisions of the Indenture or the opinion of Bond Counsel, are accurate in all material respects; and

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(3) Agency Counsel Opinion. An opinion of Counsel to the Agency, dated the date of the Closing and addressed to the Underwriter, to the following effect:

(i) the Agency is a public body, duly existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution and the Agency OS Resolution were duly adopted at meetings of the Agency, called and held pursuant to law, with all public notice required by law and at which quorums were present and acting throughout; and the Agency Resolution and the Agency OS Resolution are in full force and effect and have not been modified amended or rescinded since their respective adoption date;

(iii) The Agency Legal Documents have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal Documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(iv) The preparation, delivery and execution of the Official Statement has been duly authorized by the Agency;

(v) The execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby, (A) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound, and (B) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(vi) to the best of such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation or proceeding, pending and served upon the Agency, or threatened, challenging the creation, organization or existence of the Agency, or the validity of the Bonds or the Agency Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Available

LMIHF Funds for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Available LMIHF Funds; and

(vii) to the best of such counsel's knowledge the information in the Official Statement under the captions "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY," "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS," "THE DEVELOPMENTS—The Sea Haven Development," "THE DEVELOPMENTS—The Sea Haven Developer" and "LITIGATION" is true and accurate in all material respects; provided, however, that no opinion is expressed as to any financial or statistical information contained therein.

(4) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture;

(ii) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) Except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery by it of the Indenture, or the consummation of the transactions on its part contemplated by the Indenture.

(5) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) to his or her knowledge, no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(iii) no further consent is required to be obtained for the inclusion of the City's audited financial statements, including the accompanying independent auditor's report, for the Fiscal Year ended June 30, 2019 in the Official Statement.

(6) Trustee Certificate. A certificate, dated the Closing Date, to the effect that:

(i) The Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) The Trustee has full power, authority and legal right to comply with the terms of the Indenture and to perform its obligations stated therein; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitutes legal, valid and binding obligation of the Trustee in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(7) Legal Documents. Executed copies of this Purchase Contract and the other Agency Legal Documents.

(8) Irrevocable Waiver and Direction. An executed copy of the Irrevocable Waiver and Direction Regarding Application of Funds Under the Tax Increment Financing Plan and Agreement (the "Irrevocable Waiver and Direction") from the MCP and acknowledged and agreed to by the Agency.

(9) MCP Certificate. A certificate of MCP, dated the Closing Date, to the effect that as of the date of the Official Statement, the information that is contained therein under the captions of the Official Statement entitled "THE DEVELOPMENTS—The Dunes Development" and "—The Dunes Developer" does not, as of the date of the Official Statement through and including the Closing Date, contain any untrue statement of a material fact or omit to state any material fact that was necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(10) MCP Counsel Opinion. An opinion of counsel to MCP addressed to the Agency and the Underwriter to the effect: (A) MCP is a Delaware limited liability company, duly organized and existing under the laws of Delaware, (B) MCP has duly and validly authorized the execution and delivery of the Irrevocable Waiver and Direction and the Irrevocable Waiver and Direction and such document constitutes the legal, valid and binding obligations of MPC, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought, and (C) that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention during the course of their representation of MCP which causes them to believe that the statements contained in the Official Statement under the captions entitled "THE DEVELOPMENTS—The Dunes Development" and "—The Dunes Developer," as of the date of the Official Statement contained, or as of the Closing Date contains, any untrue statement of a material fact or as of the date of the Official Statement omitted, or as of the date hereof omits, to state a material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information which is attributable to a source other than MCP, contained in the Official Statement).

(11) Disclosure Letter. A letter of Quint & Thimmig LLP, Larkspur, California ("Disclosure Counsel"), dated the date of the Closing, addressed to the Agency and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, but on the basis of their participation in conferences with representation of the Agency, the MCP, Goldfarb & Lipman LLP, as counsel to the Agency, KNN Public Finance, LLC, as municipal advisor to the Agency, the Underwriter and others, and their examination of certain documents, no facts have come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date or as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, statistical, economic, engineering, or demographic data or forecasts, numbers, charts, tables, graphs, maps, estimates, projections, assumptions or expressions of opinion, or any information about valuation, real estate, or environmental matters, the Appendices to the Preliminary Official Statement and the Official Statement or any information about debt service requirements, book-entry, or the Depository Trust Company contained in the Preliminary Official Statement and the Official Statement).

(12) Fiscal Consultant Certificate. A certificate of Keyser Marston Associates, Inc. (the "Fiscal Consultant") to the effect that the report of the Fiscal Consultant (the "Report") contained in Appendix G to the Official Statement and the information set forth in the Official Statement under the caption "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS" footnoted as sourced to the Fiscal Consultant, or under the captions "RISK FACTORS— Reduction in Taxable Value" and "RISK FACTORS—Estimated Revenues" in the Official Statement to the best of the Fiscal Consultant's knowledge do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, consenting to the use of the Report in the Preliminary and Official Statement and stating that to the best of the Fiscal Consultant's knowledge, nothing has to come the Fiscal Consultant's attention between the date of such Report and the Closing Date which would materially alter any of the conclusions set forth in the Report.

(13) Oversight Board Resolution. A copy of the adopted Oversight Board Resolution, together with a copy of the DOF Letter.

(14) Oversight Board Certificate. A certificate of the Clerk of the Oversight Board to the effect that the Oversight Board Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption.

(15) Underwriter's Counsel Opinion. An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the Closing Date, addressed to the

Underwriter, to the effect that: (A) while Underwriter's Counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the information contained in the Official Statement and has not undertaken to verify the accuracy, completeness or fairness of, or independently verified the information contained in, the Official Statement and is therefore unable to make any representation to the Underwriter in that regard, Underwriter's Counsel has participated in conferences prior to the date of the Official Statement with representatives of the Underwriter, the Successor Agency, the Authority, Bond Counsel, Disclosure Counsel, the Fiscal Consultant (as such term is defined herein), the Trustee and their respective legal counsel and others, during which conferences the contents of the Official Statement and related matters were discussed and that, based upon the information made available to Underwriter's Counsel in the course of its participation in such conferences, review of the documents referred to above, reliance on the documents, letters, certificates and the opinions of counsel described in this Purchase Contract and Underwriter's Counsel's understanding of applicable law, as a matter of fact and not opinion, no information has come to the attention of the attorneys in Underwriter's Counsel's firm rendering legal services to the Underwriter with respect to the Bonds which caused Underwriter's Counsel to believe that the Official Statement as of its date contained, or as of the Closing Date contained, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omitted, to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that Underwriter's Counsel expresses no view with respect to information related to any financial, statistical, engineering, or economic or demographic data or forecasts, numbers, charts, tables, estimates, projections, appraisals or assessed valuations or any information about CUSIP numbers, the rating on the Bonds, the book-entry system or The Depository Trust Company contained in the Official Statement, including any of the appendices thereto), and that, other than reviewing the various certificates and opinions required by Section 7(e) of this Purchase Contract regarding the Official Statement, Underwriter's Counsel has not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the Closing Date; (B) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, are accurate in all material respects; and (C) the Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds satisfies the requirements of Rule 15c2-12.

(16) Municipal Advisor Certificate. A Certificate, dated the date of Closing, signed by an authorized office of KNN Public Finance, LLC, the Agency's Municipal Advisor, addressed to the Underwriter's and the Agency and without having undertaken any investigation, to the effect that, in connection with its role in the preparation of the Official Statement, nothing has come to the attention of the Municipal Advisor that would lead it to believe that the statements and information contained in the Preliminary Official Statement and the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(17) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriter may reasonably deem necessary.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Agency shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, if the Agency shall determine in good faith (and provide written notice to the Underwriter) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the Agency by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Agency nor the Underwriter shall have any further obligation hereunder.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Contract by written notice to the Agency if, between the date of this Purchase Contract to and including the Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(h) the commencement of any action, suit or proceeding described in Section 5(g) hereof which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(1) there shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(j) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to: (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Contract); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, Fiscal Consultant and any other experts or other consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of

preparing and delivering the definitive Bonds; (e) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof. The Underwriter will pay the expenses of the preparation of this Purchase Contract and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, the cost of providing immediately available funds on the Closing Date, the Underwriter's out-of-pocket expenses incurred with the financing, the fees for a continuing disclosure undertaking compliance review and the fee and disbursements of Underwriter's Counsel. The Underwriter is also required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. These expenses of the Underwriter have been taken into consideration in the determination of the underwriting spread set forth in Section 1. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Agency agrees to reimburse the Underwriter for such fees.

The Underwriter shall pay, and the Agency shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Contract may be given by delivering the same in writing at the Agency's address set forth above; Attention: City Manager, and to the Underwriter under this Purchase Contract may be given by delivering the same in writing to One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

11. Parties in Interest. This Purchase Contract is made solely for the benefit of the Agency and the Underwriter and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

12. Effectiveness and Counterpart Signatures. This Purchase Contract shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be valid and enforceable at the time of such acceptance and approval. This Purchase Contract may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

14. Governing Law. This Purchase Contract shall be construed in accordance with the laws of the State of California.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INC., as Underwriter

By:_____
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY

By:_____
City Manager

Time of Execution: _____ p.m. Pacific Time

EXHIBIT A

MATURITY SCHEDULE

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***	***Price***	***10% Test Used***	***Hold the Offering Price Used***
	$	%			

[T Term Bond.]
[C Priced to optional redemption date of September 1, 20__ at [a redemption price of ___% of] par.]

Optional Redemption. The Bonds may be redeemed at the option of the Agency, on any date on or after September 1, 20__, in whole or in part, among such maturities as shall be determined by the Agency (and, in lieu of such determination, pro rata among maturities), and by lot within a maturity, from any available source of funds, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
September 1, 20__ to August 31, 20__	%
September 1, 20__ to August 31, 20__	
September 1, 20__ to August 31, 20__	
September 1, 20__ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 20__, and on each September 1 thereafter to and including September 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed (without

premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 20__ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 20__ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 20__, and on each September 1 thereafter to and including September 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the 20__ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the 20__ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	***Principal Amount***
	$

(maturity)

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. [***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Contract, dated _____, 2020, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Successor Agency to the Marina Redevelopment Agency.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

4. The establishment of the Reserve Account in the amount of the Reserve Requirement was vital to the marketing of the Bond and reasonably required to assure the payment of debt service on the Bonds.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(*Attached*)

[SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2020

NEW ISSUE—BOOK-ENTRY ONLY **NOT RATED**

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Successor Agency with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$5,095,000*
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY HOUSING TAX ALLOCATION BONDS, SERIES 2020B

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The $5,095,000* Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"), are being issued by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), a resolution adopted by the Successor Agency on February 19, 2020 and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Bonds are being issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers ("Beneficial Owners") in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal of, premium if any, and semiannual interest on the Bonds due on March 1 and September 1 of each year, commencing September 1, 2020, will be payable by the Trustee to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See "THE BONDS—Description of the Bonds."

The Bonds are subject to optional redemption and mandatory sinking account redemption prior to maturity. See "THE BONDS—Redemption."

On July 26, 2018, the Successor Agency issued its $6,585,000 initial principal amount of Housing Tax Allocation Bonds, Series 2018B (the "2018B Bonds") which are secured on a parity with the Bonds under the Indenture to the extent described herein. The Bonds and the 2018B Bonds are payable from and secured by a first lien on the Available LMIHF Funds, as defined in the Indenture, derived from the Dunes on Monterey Bay and the Sea Haven developments described herein, and moneys in a Series B Debt Service Fund (other than a Reserve Account therein which secures only the 2018B Bonds), established under the Indenture. The Bonds are additionally secured by a Series 2020B Reserve Account provided for in the Indenture. See "SECURITY FOR THE BONDS." In addition to the Bonds and the 2018B Bonds, the Successor Agency may issue or incur Parity Debt that is payable from Available LMIHF Funds and amounts in the Series B Debt Service Fund (other than the Reserve Account and the Series 2020B Reserve Account therein) on a parity with the Bonds. See "THE BONDS—Parity Debt" herein.

The Indenture provides for the issuance of the Successor Agency's Tax Allocation Bonds, Series 2018A (the "Series A Bonds"), in addition to the Bonds. The Series A Bonds are separately secured under the Indenture, and the Series A Bonds are payable from certain funds that are not pledged to or available for payment of the Bonds. See "FINANCING PLAN—Related Obligation," and "SECURITY FOR THE BONDS—Series A Bonds." This Official Statement pertains only to the Bonds.

The Bonds and interest thereon are not a debt of the City of Marina, California (the "City"), Monterey County, California (the "County"), the State of California (the "State") or any of their political subdivisions except the Successor Agency and then only to the extent set forth in the Indenture, and none of the City, the County, the State nor any of their political subdivisions except the Successor Agency is liable thereon. The Bonds and interest thereon are not payable out of any funds or properties other than those pledged to their payment under the Indenture. None of the members of the governing board of the Successor Agency or the Oversight Board of the Successor Agency, or any persons executing the Bonds are liable personally on the Bonds. The Successor Agency has no taxing power.

MATURITY SCHEDULE
(see inside cover)

This cover page and the inside cover page contain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in the Bonds. Investors should review this entire Official Statement before making any investment decision with respect to the Bonds.

The Bonds are offered, when, as and if issued, subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP acting as Disclosure Counsel to the Successor Agency, and for the Successor Agency by Goldfarb & Lipman LLP, Oakland, California in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about June __, 2020.

STIFEL

This Official Statement is dated June __, 2020.

* Preliminary, subject to change.

$5,095,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

MATURITY SCHEDULE

$_____ Serial Bonds

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___
$_____ _____% Term Bonds maturing September 1, ____, Price ____, to Yield _____% CUSIP† 568061 ___

† Copyright 2020, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services Bureau, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the Successor Agency or the Underwriter and are included solely for the convenience of the holders of the Bonds. Neither the Successor Agency nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

* Preliminary, subject to change.

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY BOARD OF DIRECTORS*

Bruce Carlos Delgado, *Chair/Mayor*
Frank O'Connell, *Councilmember*
Gail Morton, *Councilmember*
Lisa Berkley, *Councilmember*
Adam Urrutia, *Councilmember*

SUCCESSOR AGENCY/CITY OFFICIALS

Layne Long, *City Manager*
Eric Frost, *City Finance Director*
Anita Shepherd-Sharp, *Board Secretary/Deputy City Clerk*

PROFESSIONAL SERVICES

Successor Agency General Counsel
Goldfarb & Lipman LLP
Oakland, California

Municipal Advisor
KNN Public Finance, LLC
Oakland, California

Fiscal Consultant
Keyser Marston Associates, Inc.
Berkeley, California

Bond Counsel and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Trustee
MUFG Union Bank, N.A.
San Francisco, California

Dissemination Agent
Applied Best Practices, LLC
Irvine, California

* The City Council of the City of Marina, California, serves as the Governing Board of the Successor Agency.

TABLE OF CONTENTS

Page

INTRODUCTION 1
Authority and Purpose 1
The City, the Former Agency and the Successor Agency 2
The Former Agency Obligation 3
The Merged Redevelopment Projects 4
Tax Increment Financing 5
Authority to Issue Bonds 5
Security for the Bonds 6
Outstanding Parity Debt 7
Reserve Account 7
Limited Obligation 8
Additional Parity Debt 8
Professionals Involved in the Offering 8
Further Information 9
FINANCING PLAN 9
The Housing Note 9
Related Obligation 10
Sources and Uses of Funds 11
Debt Service Schedule 11
THE BONDS 12
Authority for Issuance 12
Description of the Bonds 12
Redemption 12
THE DISSOLUTION ACT 15
Recognized Obligation Payment Schedules 16
SECURITY FOR THE BONDS 19
Pledge Under the Indenture 19
Available LMIHF Funds 19
Flow of Funds Under the Indenture 21
Reserve Account 23
Limited Obligation 24
Recognized Obligation Payment Schedules 25
County Administrative Fees 26
Pass-Through Payments 26
The 2000 Bonds 26
Parity Debt 27
Series A Bonds 29
PROPERTY TAXATION IN CALIFORNIA 29
Property Tax Collection Procedures 29
Unitary Property 31
Article XIIIA of the State Constitution 31
Appropriations Limitation—Article XIIIB 33
Proposition 87 33
Appeals of Assessed Values 33
Propositions 218 and 26 34
Future Initiatives 34
THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY 35
Successor Agency Powers 35

Page

Status of Compliance with Dissolution Act 35
Plan Limits 35
THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS 37
Land Use 39
Historical Assessed Values 39
Largest Taxpayers 40
Historic and Estimated Available LMIHF Funds 41
Assessment Appeals 42
New Development 44
Projected Available LMIHF Funds and Estimated Debt Service Coverage 45
THE DEVELOPMENTS 46
The Dunes Development 46
The Dunes Developer 56
The Sea Haven Development 57
The Sea Haven Developer 62
RISK FACTORS 62
Limited Source of Funds to Repay Bonds 63
Recognized Obligation Payment Schedule 63
Challenges to Dissolution Act 64
Reduction in Taxable Value 65
Limitations on Remedies 65
Risks to Real Estate Market 66
Concentration of Property Ownership 66
Reduction in Inflationary Rate 66
Development Risks 67
Future Land Use Regulations and Growth Control Initiatives 67
Assessment Appeals 67
Levy and Collection of Taxes 68
Bankruptcy and Foreclosure 68
Estimated Revenues 68
Seismic Factors and Flooding 69
Hazardous Substances 69
Covid-19 69
Changes in the Law 71
Loss of Tax-Exemption 71
Secondary Market 71
TAX MATTERS 71
UNDERWRITING 73
MUNICIPAL ADVISOR 73
LEGAL OPINIONS 74
LITIGATION 74
NO RATING 74
CONTINUING DISCLOSURE 74
AUDITED FINANCIAL STATEMENTS 75
MISCELLANEOUS 75

APPENDIX A SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
APPENDIX B FORM OF OPINION OF BOND COUNSEL
APPENDIX C BOOK-ENTRY ONLY SYSTEM
APPENDIX D FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2017
APPENDIX F GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY
APPENDIX G FISCAL CONSULTANT'S REPORT

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Successor Agency.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Successor Agency, Marina Community Partners, LLC, the Dunes development or any of the Merged Project Areas since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over-allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

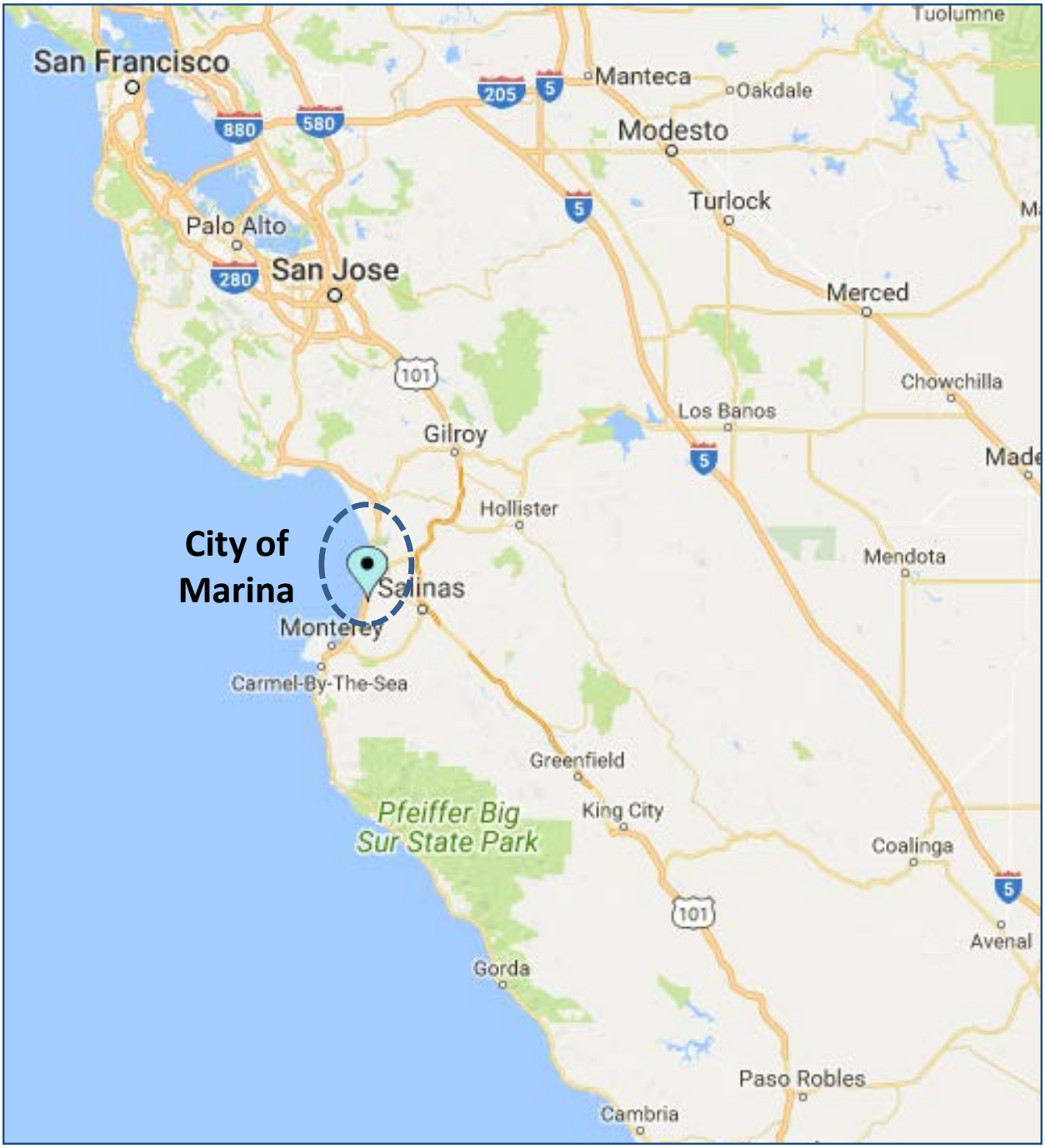
Bonds are Exempt from Securities Laws Registration. The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under section 3(a)(2) of the Securities Act of 1933 and section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, section 21E of the United States Securities Exchange Act of 1934, as amended, and section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE SUCCESSOR AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Website. The City of Marina, California, maintains an Internet website, but the information on the website is not incorporated by reference in or otherwise a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF MARINA

REGIONAL LOCATION MAP



OFFICIAL STATEMENT

$5,095,000*
SUCCESSOR AGENCY TO THE
MARINA REDEVELOPMENT AGENCY
HOUSING TAX ALLOCATION BONDS, SERIES 2020B

INTRODUCTION

This Official Statement, including the cover page, is provided to furnish information in connection with the sale by the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") of its $5,095,000* Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"). Capitalized terms used in this Official Statement and not defined herein have the meanings given to them in the Indenture referred to below. See APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions.

Authority and Purpose

The Successor Agency is issuing the Bonds pursuant to authority granted by section 34177.5(a)(4) of the California Health & Safety Code, Resolution No. 2020-01 (SA-MRA) adopted by the Board of Directors of the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). See "THE BONDS—Authority for Issuance." The Successor Agency is issuing the Bonds to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008 (the "Housing Note") of the former Marina Redevelopment Agency (the "Former Agency") for the benefit of Marina Community Partners, LLC (the "Developer"), (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Housing Note. See "FINANCING PLAN—The Housing Note." The Bonds constitute Parity Bonds under the Indenture, secured on a parity with the 2018B Bonds issued by the Successor Agency on July 26, 2018, to the extent provided in the Indenture. See "INTRODUCTION—Outstanding Parity Debt" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Successor Agency has also issued under, and the Indenture also provides for, the issuance of two series of the Successor Agency's Tax Allocation Bonds, including Series 2018A (the "Series 2018A Bonds") issued on July 26, 2018 in the initial principal amount of $6,905,000 and Series 2020B (collectively, with the Series 2018B Bonds, the "Series B Bonds") to be issued concurrently with the issuance of the Bonds, proceeds of which have been and will be, as applicable, used to satisfy certain other monetary obligations of the Successor Agency to the Developer.

The Indenture also provides for the issuance of the Successor Agency's Tax Allocation Bonds, Series 2018A (the "Series A Bonds") proceeds of which will be used to satisfy certain other monetary obligations of the Successor Agency to the Developer. See "FINANCING PLAN—Related Obligation." The Series A Bonds are separately secured under the Indenture, and are payable from certain funds that are not pledged to or available for payment of the Bonds. See "SECURITY FOR THE BONDS—Series A Bonds."

* Preliminary, subject to change.

The City, the Former Agency and the Successor Agency

City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, adjacent to the City of Seaside and unincorporated Monterey County. The City includes an area of approximately 9.6 square miles and is located approximately 75 miles south of the City of San Jose, 110 miles south of the City of San Francisco, 8 miles north of the City of Monterey and 8 miles west of the City of Salinas. Monterey County is bordered on the north by Santa Cruz County, on the east by San Benito County and Kings County and on the south by San Luis Obispo County. For general information regarding the City and the County see APPENDIX F—GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY.

The City has no responsibility whatsoever for the repayment of the Bonds. See "SECURITY FOR THE BONDS—Limited Obligation."

Former Agency. The Former Agency was activated on June 18, 1985 pursuant to the California Community Redevelopment Law (referred to in this Official Statement as the "Redevelopment Law") and Ordinance No. 85-6 adopted by the City Council. The members of the City Council served as the governing board of the Former Agency.

Dissolution Act. On June 29, 2011, Assembly Bill No. 26 ("AB 1X 26") was enacted together with a companion bill, Assembly Bill No. 27 ("AB 1X 27"). The provisions of AB 1X 26 provided for the dissolution of all redevelopment agencies statewide. The provisions of AB 1X 27 permitted redevelopment agencies to avoid such dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (2011), challenging the constitutionality of AB 1X 26 and AB 1X 27. On December 27, 2011, in its decision in that lawsuit, the California Supreme Court largely upheld AB 1X 26, invalidated AB 1X 27, and held that AB 1X 26 may be severed from AB 1X 27 and enforced independently. As a result of AB 1X 26 and the decision of the California Supreme Court in the *California Redevelopment Association* case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Former Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The primary provisions enacted by AB 1X 26 relating to the dissolution and wind down of former redevelopment agency affairs are found in Parts 1.8 (commencing with section 34161) and 1.85 (commencing with section 34170) of Division 24 of the Health and Safety Code of the State, as amended, including by Assembly Bill No. 1484 ("AB 1484"), enacted on June 27, 2012 as Chapter 26, Statutes of 2012, and on September 22, 2015 by Senate Bill 107 ("SB 107"), enacted as Chapter 325, Statutes of 2015. The provisions of Part 1.85, as amended by AB 1484 and SB 107 and other amendments are referred to in this Official Statement as the "Dissolution Act." The Redevelopment Law together with the Dissolution Act and the acts amendatory thereof and supplemental thereto are sometimes referred to in this Official Statement as, the "Law."

Successor Agency. Pursuant to section 34173 of the Dissolution Act, the City Council of the City adopted Resolution No. 2012-01 on January 10, 2012, pursuant to which the City made an election to serve as the Successor Agency to the Former Agency. However, subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate legal entity from the City, that the two entities shall not merge and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the

Former Agency become assets of the City. See "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY."

The Former Agency Obligation

Prior to its dissolution, the Former Agency entered into a number of agreements with Marina Community Partners, LLC (the "Developer") in connection with The Dunes on Monterey Bay development (the "Dunes"), a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned, mixed-use development on the former Fort Ord Army base located in the City. See "THE DEVELOPMENTS—The Dunes Development." These Agreements included a Disposition and Development Agreement dated as of May 31, 2005 (the "Original DDA"), an Implementation Agreement dated as of September 9, 2006 (the "First Implementation Agreement") and a Second Implementation Agreement, dated as of August 5, 2008 (the "Second Implementation Agreement" and collectively with the Original DDA and the First Implementation Agreement, the "DDA"), and a Tax Increment Financing Plan and Agreement, dated August 5, 2008 (the "Financing Plan").

As part of the Second Implementation Agreement, the Former Agency and the Developer entered into the Financing Plan that specified the terms of certain payments to the Developer. In connection with the Financing Plan, the Former Agency issued a promissory note, dated August 5, 2008, for the benefit of the Developer (the "Housing Note"), and a separate Promissory Note and Agreement, also dated August 5, 2008, for the benefit of the Developer (the "Infrastructure Note," and together with the Housing Note, the "Promissory Notes"). Collectively, the DDA, the Financing Plan and the Promissory Notes are referred to herein as the "Former Agency Obligation." The Second Implementation Agreement committed the Former Agency to pay to the Developer, in reimbursement for Eligible LMIHF Costs (as such term is defined in the Financing Plan) incurred by the Developer in connection with the Dunes development, certain "Available LMIHF Funds" generated by the Dunes development and a separate development also located on the former Fort Ord Army base in the City currently identified as Sea Haven (and formerly known as Marina Heights) that were formerly allocated to housing activities of the Former Agency, as evidenced by the Housing Note. The Successor Agency, as successor to the Former Agency, became the party obligated to make payments on the Promissory Notes.

Under the terms of the DDA and the Financing Plan, the Developer has submitted two invoices detailing its accumulated Eligible LMIHF Costs (consisting of a "Developer Subsidy" as described in the DDA and certain costs attributable to land development and on-site and off-site public improvements related to the development of "Affordable Housing" as required by and described in the DDA), including one to the Former Agency for $5,752,338 on August 5, 2008 and one to the Successor Agency for $9,886,532 on May 17, 2018 totaling $15,638,670. Of the total invoiced amount of LMIHF Costs, the Successor Agency has approved $12,564,000 and has withheld approval of the remaining $3,074,870 subject to purchase by the Developer of property corresponding to the second phase of the Dunes development. A total of $10,703,495 had been reimbursed to the Developer as of April 2020, leaving an outstanding approved balance of $1,860,505 and a total outstanding balance of $4,935,375 inclusive of the additional $3,074,870 expected to be approved upon purchase by the Developer of Phase 2 of the Dunes development.

The Housing Note is payable from certain Available LMIHF Funds arising from the Dunes development and the Sea Haven development that were allocated to housing activities of the Former Agency. The Former Agency and then Successor Agency have been making payments on the Housing Note from the obligated Available LMIHF Funds since December of 2008, and on July 26, 2018, the Successor Agency issued the 2018B Bonds, $6,392,226.00 of the

proceeds of which were used to make a payment on the Housing Note (see "INTRODUCTION—Outstanding Parity Debt"). The Successor Agency's payment obligations under the Former Agency Obligation have been included on the Successor Agency's Recognized Obligation Payment Schedules, which have been approved by the Oversight Board and the California Department of Finance (the "DOF"). The Bonds and the payment on the Housing Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules." Under the Financing Plan, payments of Affordable LMIHF Funds for Eligible LMIHF Costs are limited to $12,564,000 for such costs attributable to Phase 1 of the Dunes development, $18,430,000 for such costs attributable to Phase II of the Dunes development, with the balance of any Available LMIHF Funds to pay for Eligible LMIHF Costs attributable to Phase III of the Dunes development. See "THE DEVELOPMENTS—The Dunes Development" for a description of the three Phases of the Dunes development.

The Financing Plan provides that the Developer may request that the Former Agency issue bonds to make lump sum payments on the Housing Note, with the bonds payable from and secured by a pledge of the Available LMIHF Funds otherwise to be paid to the Developer in respect of the Housing Note, and that the Former Agency will act reasonably and in good faith to issue such bonds. As previously mentioned, the Successor Agency has succeeded to the Former Agency's obligations under the DDA, the Financing Plan and the Housing Note. The Developer has requested that the Successor Agency issue the Bonds in accordance with the requirements of the Financing Plan. The net proceeds of the Bonds will be used to make a lump sum payment on the Housing Note following the issuance and delivery of the Bonds.

The Financing Plan obligates the Successor Agency to use the Available LMIHF Funds allocated to the Successor Agency for each fiscal year with the fiscal year commencing July 1, 2008 and ending, subject to the terms of the Financing Plan, in October, 2027 (the "Payment Obligation Period") to make payments due on the Housing Note, and to periodically issue additional bonded indebtedness. In any event any Parity Debt issued at any time during the Payment Obligation Period may have a term of not less than twenty years from the date it is incurred. It is expected that the Successor Agency will issue additional bonds secured under the Indenture on a parity with the Bonds and the 2018B Bonds, as the Available LMIHF Funds arising from the Dunes and the Sea Haven developments increase as development of the Dunes and Sea Haven communities continues to occur. See "SECURITY FOR THE BONDS—Parity Debt."

The Available LMIHF Funds to be used to pay debt service on the Bonds, the 2018B Bonds and any additional Parity Debt, and otherwise make payments on the Housing Note are payable from amounts in the Redevelopment Obligation Retirement Fund of the Successor Agency into which they are deposited. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Pledge Under the Indenture."

The Merged Redevelopment Projects

The City has three former redevelopment project areas which have been fiscally merged, which are collectively referred to in this Official Statement as the "Merged Project Areas." The Merged Project Areas include the Redevelopment Project No. 3, formerly known as the Fort Ord Redevelopment Project (the "Fort Ord Project") that was established in 1999, and includes 1,805 acres; the Marina Municipal Airport Area Project (the "Airport Project") that was established in 1997, and includes 1,391 acres; and the Marina Redevelopment Project (the "Marina Project") that was established in 1986, and includes 168 acres. In total, the Merged Project Areas encompass approximately 3,364 acres. The Fort Ord Project and the Airport

Project were both part of the decommissioned Fort Ord military base. The Marina Project includes commercial and residential areas in the central part of the City. The three areas were fiscally merged in 2009 by adoption of City Ordinance Nos. 2009-08, 2009-09 and 2009-10.

The Tax Revenues from the Merged Project Areas are required to be deposited to the Redevelopment Property Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund established and maintained by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "INTRODUCTION—Security for the Bonds" and "SECURITY FOR THE BONDS—Available LMIHF Funds." The merger of the three project areas had no effect on the priority of a pledge of tax increment from one of the merged project areas to pay indebtedness incurred and outstanding in that project area at the time of the merger, and thus had no effect on the provisions of the pledge of the Available LMIHF Funds to the payment of the Bonds.

Tax Increment Financing

Prior to the enactment of AB 1X 26, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopted the redevelopment plan became the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies receiving property taxes thereafter received only that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion of property taxes produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of redevelopment agency obligations.

Authority to Issue Bonds

The Dissolution Act authorizes a successor agency to issue bonds to satisfy enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, and the enforceable obligations also include the obligation to issue bonds secured by that pledge. The Former Agency Obligation, as evidenced by the Financing Plan including the Housing Note, includes such an irrevocable pledge and obligation to issue bonds. The net proceeds of the Bonds will be used to make a payment on the Housing Note.

The Successor Agency approved the issuance of the Bonds on February 19, 2020, the Oversight Board of the Successor Agency approved the issuance of the Bonds on February 27, 2020, and the Department of Finance of the State of California approved the portion of the Oversight Board's Resolution approving the issuance of the Bonds on April 15, 2020. See "THE BONDS—Authority for Issuance."

Security for the Bonds

The Dissolution Act requires the Monterey County Auditor-Controller (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Former Agency from the Merged Project Areas had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, and will be included in the Successor Agency's Recognized Obligation Payment Schedules. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds or other indebtedness authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized under the Dissolution Act, such as the Bonds, are taxes allocated to the Successor Agency pursuant to the provisions of the Redevelopment Law and the California State Constitution.

Property tax revenues are allocated to the Successor Agency on a semi-annual basis based on a Recognized Obligation Payment Schedule submitted by the Successor Agency to an oversight board (the "Oversight Board") and the California Department of Finance (the "DOF"). The County Auditor-Controller distributes funds from the Redevelopment Property Tax Trust Fund in the order specified in the Dissolution Act. The Successor Agency's payment obligations under the Former Agency Obligation have been consistently included on the Successor Agency's Recognized Obligation Payment Schedules since the Dissolution Act became effective. See "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

Pursuant to the Indenture, and in accordance with the Financing Plan, the Bonds are secured by a pledge of the Available LMIHF Funds generated by the Dunes development and the Sea Haven development, a separate development project also located on the former Fort Ord Army Base. Specifically, the Bonds are limited obligations of the Successor Agency payable solely from and secured by the pledge of Available LMIHF Funds deposited to the Redevelopment Obligation Retirement Fund and moneys on deposit in the Series B Debt Service Fund, including the Series 2020B Reserve Account therein, established under the Indenture. As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Historic and Estimated Available LMIHF Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available LMIHF Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on certain bonds issued by the Former Agency in 2000, currently outstanding in the principal amount of $375,000 (the "2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that then Tax Revenues will include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

The term "Available LMIHF Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency and that was, prior to dissolution of the Former Agency, required to be deposited in the Former Agency's Low and Moderate Income Housing Fund for the Dunes development and the Sea Haven (formerly known as Marina Heights) development area of the Fort Ord Project pursuant to Sections 33334.2, and 33334.3 of the Law as in effect prior to the dissolution of the Former Agency (twenty percent (20%) of the Dunes and Sea Haven developments' tax increment revenues), less the amount allocable to the Former Agency pursuant to the Financing Plan being ten percent (10%) of said annual amount.

Based on the foregoing, **only the Available LMIHF Funds attributable to the Dunes development and the Sea Haven development will be used to make payments on the Bonds**, in addition to earnings on funds held in the Series B Debt Service Fund. Moreover, successor agencies have no power to levy property taxes and must rely on the allocation of taxes as described above. See "RISK FACTORS."

Outstanding Parity Debt

On July 26, 2018, the Successor Agency issued $6,585,000 of its Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series B (the "2018B Bonds") under the Indenture, proceeds of which were used to make a lump sum payment on the Housing Note. The Bonds are secured on a parity with the 2018B Bonds under the Indenture, except that amounts in the Reserve Account thereunder secure only the payment of the 2018B Bonds, and amounts in the Series 2020B Reserve Account thereunder secure only the payment of the Bonds. The 2018B Bonds are currently outstanding in the principal amount of $6,225,000.

The Bonds constitute "Parity Debt" under and as defined in the Indenture. The Indenture allows for the issuance of additional Parity Debt subject to the provisions of the Indenture (see "INTRODUCTION—Additional Parity Debt" and "SECURITY FOR THE BONDS—Additional Parity Debt."

Reserve Account

A reserve account (the "Series 2020B Reserve Account") will be established within the Series B Debt Service Fund and held by the Trustee under the Indenture in order to secure the payment of principal of and interest on the Bonds in an amount, as of the Closing Date, equal to the Reserve Requirement. The term "*Reserve Requirement*" means, as of any date of calculation,

an amount equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018B Bonds and any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018B Bonds and any additional Parity Debt) for the then current and every subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018B Bonds or any additional Parity Debt).

If, on any Interest Payment Date for the Bonds, the amounts on deposit in the Series B Debt Service Fund under the Indenture are not sufficient to pay any principal of and interest due on the Bonds, the Trustee will draw on the Series 2020B Reserve Account to make transfers to the Interest Account, the Principal Account or the Sinking Account of the Series A Debt Service Fund, in that order, to make up any such deficiency. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "—Reserve Account" and APPENDIX A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" for additional information on the Series 2020B Reserve Account.

Under the Indenture, amounts in the Series 2020B Reserve Fund only secure payment of the Bonds, and not any 2018B Bonds or additional Parity Debt. The Successor Agency may, but is not required, to establish a separate reserve fund for any additional Parity Debt that may be issued in the future.

Limited Obligation

The Bonds are limited obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from the Available LMIHF Funds and amounts in the Series B Debt Service Fund and the accounts therein pledged therefore under the Indenture. The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable thereon. **The Bonds are not payable out of any funds other than those pledged to the payment of the Bonds in the Indenture, consisting solely of the Available LMIHF Funds and investment earnings on the amounts in the accounts within the Series B Debt Service Fund**. No member of the Board of Directors of the Successor Agency, officer, agent, or employee of the Successor Agency, or member of the Board of Directors of the Oversight Board or of the County Board of Supervisors, or any person executing the Bonds, is liable personally on the Bonds by reason of their issuance.

Additional Parity Debt

The Indenture permits the issuance of additional Parity Debt secured by a pledge of LMIHF Funds and other amounts pledged to the payment of the Bonds and the 2018B Bonds (except amounts in the Reserve Account, which are pledged only to the payment of the 2018B Bonds, and amounts in the Series 2020B Reserve Account, which are pledged only to the payment of the Bonds) on a parity with the pledge thereof to the payment of the Bonds under the Indenture, under certain circumstances. See "THE BONDS—Parity Debt."

Professionals Involved in the Offering

KNN Public Finance, LLC, Oakland, California (the "Municipal Advisor"), has served as municipal advisor to the Successor Agency and has advised the Successor Agency with respect to the financial structure of the Bonds and as to other financial aspects related to the Bonds.

Keyser Marston Associates, Inc., Berkeley, California, has acted as fiscal consultant to the Successor Agency (the "Fiscal Consultant") and advised the Successor Agency as to the taxable values and the revenues projected to be available to pay debt service on the Bonds as referenced in this Official Statement. The report prepared by the Fiscal Consultant is referred to in this Official Statement as the "Fiscal Consultant's Report." See APPENDIX G—FISCAL CONSULTANT'S REPORT.

MUFG Union Bank, N.A., San Francisco, California, will act as Trustee for the Bonds under the Indenture. Applied Best Practices, LLC, Irvine, California will serve as the Dissemination Agent under the Continuing Disclosure Certificate for the Bonds.

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Quint & Thimmig LLP, Larkspur, California, Bond Counsel to the Successor Agency. Quint & Thimmig LLP is also acting as Disclosure Counsel to the Successor Agency for the Bonds. Goldfarb & Lipman LLP, Oakland, California, acting as general counsel to the Successor Agency, will render an opinion as to certain legal matters on behalf of the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel.

Further Information

Brief descriptions of the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Successor Agency, the Former Agency, the Former Agency Obligation and the Dunes and Sea Haven portions of the Merged Project Areas are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to the Redevelopment Law, the Dissolution Act, the Bonds, the Indenture, the Constitution and the laws of the State, the Former Agency Obligation, as well as the proceedings of the Former Agency and the Successor Agency are qualified in their entirety by reference to such documents and laws. References in this Official Statement to the Bonds are qualified in their entirety by the form thereof included in the Indenture and by the provisions of the Indenture.

During the period of the offering of the Bonds, copies of the forms of all documents described herein are available upon written request from the City of Marina, 211 Hillcrest Avenue, Marina, California 93933, Attention: Finance Director. The City may impose a charge for the copying, mailing and handling of documents.

FINANCING PLAN

The Housing Note

As described under the heading "INTRODUCTION—The Former Agency Obligation," the Former Agency entered into various agreements with the Developer that obligated the Former Agency to use Available LMIHF Funds arising during the Payment Obligation Period to reimburse the Developer for Eligible LMIHF Costs incurred by the Developer, as evidenced by the Housing Note. Eligible LMIHF Costs include a Developer Subsidy determined under the DDA as required for the Affordable Housing to be constructed pursuant to the DDA to be economically feasible, as well as certain costs of the Dunes development attributable to land development and on-site and off-site public improvements related to the development of the Affordable Housing and paid by the Developer under the terms of the DDA and development approvals related thereto. To date, the Developer has submitted two invoices, one to the

Former Agency and one to the Successor Agency, detailing a total of $15,638,870 of Eligible LMIHF Costs. As described under the heading "INTRODUCTION—The Former Agency Obligation," of the total invoiced amount of LMIHF Costs, the Successor Agency has approved $12,564,000 and has withheld approval of the remaining $3,074,870 subject to purchase by the Developer of property corresponding to the second phase of the Dunes development. A total of $10,703,495 had been reimbursed to the Developer as of April 2020 leaving an outstanding approved balance of $1,860,505 and a total outstanding balance of $4,935,375 inclusive of the additional $3,074,870 expected to be approved upon purchase by the Developer of Phase 2 of the Dunes development.

The first payment of Available LMIHF Funds on the Housing Note was made to the Developer in the second quarter of 2009, with payments continuing since then. Proceeds of the 2018B Bonds were used to make a lump sum payment on the Infrastructure Note on July 26, 2018. The Developer has agreed to waive its rights to direct payment of the Available LMIHF Payments to it under the Housing Note, to the use of such funds for the payments due on the Bonds, the 2018B Bonds and any additional Parity Debt. The proceeds of the Bonds (and of any additional Parity Debt) used to make a payment to Developer will be credited to the amount due by the Successor Agency to the Developer on the Housing Note.

Any balance of the Housing Note not paid from Available LMIHF Funds arising during the Payment Obligation Period, or from proceeds of the Bonds or Parity Debt issued or incurred during the Payment Obligation Period, will effectively be forgiven. Under the provisions of the Former Agency Obligation, the Payment Obligation Period was to end in October, 2020. Parity Debt incurred during the Payment Obligation Period may have term of not less than twenty (20) years from the date it is incurred.

In addition to providing for a payment to the Developer on the Housing Note, the proceeds of the Bonds will be used to fund a Series 2020B Reserve Account for the Bonds and to pay the costs of issuance of the Bonds. Funds pledged under the Indenture to the payment of the Series A Bonds (see "—Related Obligation" below) are not in any way pledged to, or will be available for, payment of the debt service on the Bonds.

The Indenture allows for the issuance of Parity Debt, secured under the Indenture on a parity with the Bonds (except that amounts in the Reserve Account that are pledged solely to the payment of the Bonds), during the Payment Obligation Period. See "SECURITY FOR THE BONDS—Parity Debt."

Related Obligation

The Former Agency Obligation, including the Financing Plan, provided for the issuance by the Former Agency of the Infrastructure Note, in addition to the Housing Note, to evidence an obligation of the Former Agency (and now of the Successor Agency) to reimburse the Developer for Eligible Project Costs. The Successor Agency issued its Tax Allocation Bonds, Series 2018A on July 26, 2018 in the initial principal amount of $6,905,000 (the "2018A Bonds"), and is issuing its Tax Allocation Bonds, Series 2020A (together with the 2018A Bonds, the "Series A Bonds") concurrent with the issuance of the Bonds proceeds of which have been, and will be, as applicable, used to make a lump sum payments in respect of the amount owing under the Infrastructure Note. The Successor Agency has issued and is issuing the Series A Bonds, as applicable, under the Indenture, which are secured by a pledge of Pledged Non-Housing Funds and amounts in a Series A Debt Service Fund established under the Indenture. The Available LMIHF Funds and amounts in the Series B Debt Service Fund are not pledged to or available for the payment of debt service on the Series A Bonds, and the Pledged Non-Housing Funds and amounts in the Series A Debt Service Fund are not pledged to or available

for the payment of debt service on the Bonds, the 2018B Bonds or any additional Parity Debt. See "SECURITY FOR THE BONDS—Series A Bonds."

Sources and Uses of Funds

The sources and uses of funds for the financing are summarized below.

Sources:	
Principal Amount of Bonds	$
Plus: Original Issue Premium	
Plus: Available LMIHF Funds held by the Successor Agency	
Total Sources	$
Uses:	
Deposit to the Developer Payment Fund(1)	$
Deposit to Reserve Account(2)	
Costs of Issuance(3)	
Total Uses	$

(1) To be used to make a lump sum payment on the Housing Note on the date of issuance of the Bonds. See "FINANCING PLAN—The Housing Note."
(2) Equal to the initial Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS-Reserve Account."
(3) Costs of issuance include the Underwriter's discount, fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, the Trustee, the City, the Successor Agency and Successor Agency counsel, printing expenses, and other costs related to the issuance of the Bonds.

Debt Service Schedule

The following table shows the annual debt service schedule for the Bonds and the 2018B Bonds, assuming no optional redemption of the Bonds or the 2018B Bonds prior to their respective maturities.

Bond Year Ending	2018B Bonds		Bonds		
September 1	Principal	Interest	Principal	Interest	Total
Totals					

THE BONDS

Authority for Issuance

The Bonds were authorized to be issued, and the Indenture was authorized to be executed, by the Successor Agency pursuant to Resolution No. 2020-01 (SA-MRA), adopted by the Board of Directors of the Successor Agency on February 19, 2020. The issuance of the Bonds by the Successor Agency was approved by the Oversight Board of the Successor Agency pursuant to its Resolution No. 2020-10, adopted on February 27, 2020 (the "Oversight Board Resolution").

Pursuant to the Dissolution Act, written notice of the adoption of the Oversight Board Resolution was provided to the DOF. On April 15, 2020, the DOF provided a letter to the Successor Agency stating that based on the DOF's review and application of the law, the portion of the Oversight Board Resolution approving the issuance of the Bonds is approved by the DOF.

Section 34177.5 of the Dissolution Act provides that when, as here, a successor agency issues bonds with the approval of the oversight board and the DOF, the oversight board may not unilaterally approve any amendments to or early termination of the bonds, and the scheduled payments on the bonds shall be listed in the Recognized Obligation Payment Schedules and are not subject to further review and approval by the DOF or the California State Controller.

Description of the Bonds

The Bonds will be issued and delivered in fully-registered form without coupons in the denomination of $5,000 or any integral multiple thereof for each maturity of each series of the Bonds, initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of all of the Bonds. The initially executed and delivered Bonds will be dated the date of delivery (the "Closing Date") and will mature on September 1 in the years and in the principal amounts shown on the inside cover page of this Official Statement.

Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months at the rates shown on the inside cover page of this Official Statement, payable semiannually on March 1 and September 1 in each year, commencing on September 1, 2020, by check mailed to the registered owners thereof or upon the request of the Owners of $1,000,000 or more in principal amount of Bonds, by wire transfer to an account in the United States which shall be designated in written instructions by such Owner to the Trustee on or before the applicable Record Date. Record Date is defined in the Indenture as, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX C—BOOK-ENTRY ONLY SYSTEM.

Redemption

Optional Redemption. The Bonds maturing on or before September 1, ____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, ____, are subject to redemption, at the option of the Successor Agency, on any date on or after

September 1, ____, in whole or in part, among such maturities as are determined by the Successor Agency (and, in lieu of such determination, pro rata among maturities) and by lot within a maturity, from any available source of funds, at the following redemption prices expressed as a percentage of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, ____ to August 31, ____	%
September 1, ____ to August 31, ____	
September 1, ____ to August 31, ____	
September 1, ____ and thereafter	

The Successor Agency must obtain the consent of the Developer to any optional redemption that occurs prior to the end of the Payment Obligation Period.

Mandatory Sinking Account Redemption. The Bonds maturing on September 1, 2033 (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____, and on each September 1 thereafter to and including September 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

The Bonds maturing on September 1, ____ (the "____ Term Bonds"), are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, ____, and on each September 1 thereafter to and including September 1, ____, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the ____ Term Bonds have been optionally redeemed, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the ____ Term Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the Successor Agency with the Trustee.

Redemption Date (September 1)	Principal Amount

Notice of Redemption. The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid) notice of any redemption at least thirty but not more than sixty days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem Bonds; but such mailing is not a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the Bonds to be redeemed, state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered (except for mandatory Sinking Account redemptions) at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds, the notice of redemption may also state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of the Indenture.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection in such manner as the Trustee shall deem appropriate and shall notify the Successor Agency thereof. All Bonds redeemed shall be canceled.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of Bonds and less than all Bonds then currently outstanding are called for redemption, the Trustee will select Bonds for redemption from Bonds then currently Outstanding and not previously called for redemption, at the written direction of the Successor Agency in such order of maturity as shall be designated by the Successor Agency, and in the absence of such direction, *pro rata* among maturities and by lot within a maturity. The Trustee will promptly notify the Successor Agency in writing of the Bonds so selected for redemption.

THE DISSOLUTION ACT

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB 1X 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act.

The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the Former Agency, with the same lien priority and legal effect as if the bonds had been issued prior to the effective date of AB 1X 26, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedule. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules" and "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

The Dissolution Act further provides that bonds authorized by the Dissolution Act to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, effectively including the Available LMIHF Funds pledged to the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution.

Pursuant to subdivision (b) of section 33670 of the Redevelopment Law and section 16 of Article XVI of the State Constitution and as provided in the Redevelopment Plans for each of the Merged Project Areas, taxes levied upon taxable property in the Merged Project Areas each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the respective ordinances approving the several Redevelopment Plans, or the effective dates of ordinances approving amendments to the several Redevelopment Plans that added territory are to be divided as follows:

(a) To Taxing Agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the respective Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the related Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the respective Redevelopment Plan that added territory to the related Redevelopment Project, as applicable (each, a "base year

valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) To the Former Agency/Successor Agency: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and when collected shall be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within limitations established by the applicable Redevelopment Plan, following the date of issuance of the Bonds, when collected will be paid into a special fund of the Successor Agency. Section 34172 of the Dissolution Act provides that, for purposes of section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund shall be deemed to be a special fund of the Successor Agency to pay the debt service on indebtedness incurred by the Former Agency or the Successor Agency to finance or refinance the redevelopment projects of the Former Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

In addition, pursuant to section 34187 of the Dissolution Act, funds associated with retired enforceable obligations are required to be reallocated to taxing agencies as regular property taxes and not deposited into the Redevelopment Property Tax Trust Fund for the Successor Agency at all (however, section 34187(a)(2) of the Dissolution Act provides for retention of funds by the Successor Agency to the extent needed for payment of enforceable obligations upon authorization by the DOF).

Recognized Obligation Payment Schedules

Submission of Recognized Obligation Payment Schedule. The Dissolution Act requires successor agencies to periodically prepare, and submit to the DOF and the County Auditor-Controller for approval, an oversight board-approved recognized obligation payment schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation.

Commencing on February 1, 2016, successor agencies were transitioned to an annual Recognized Obligation Payment Schedule process pursuant to which successor agencies are required to file Recognized Obligation Payment Schedules with the DOF and the County Auditor-Controller for approval on or before each February 1 for the July 1 through June 30 period immediately following such February 1. For example, on February 1, 2020, the Successor Agency was required to file a Recognized Obligation Payment Schedule for the period commencing July 1, 2020 through June 30, 2021.

In addition, commencing on January 1, 2016, successor agencies that have received a Finding of Completion and the concurrence of the DOF as to the items that qualify for payment,

among other conditions, may at their option, file a "Last and Final" Recognized Obligation Payment Schedule. If approved by the DOF, the Last and Final Recognized Obligation Payment Schedule will be binding on all parties, and the Successor Agency will no longer submit a Recognized Obligation Payment Schedule to the DOF or the Oversight Board. The county auditor-controller will remit the authorized funds to the Successor Agency in accordance with the approved Last and Final Recognized Obligation Payment Schedule until each remaining enforceable obligation has been fully paid. A Last and Final Recognized Obligation Payment Schedule may only be amended twice, and only with approval of the DOF and the County Auditor-Controller. Even though the Successor Agency has received a Finding of Completion from the DOF (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Status of Compliance With the Dissolution Act"), the Successor Agency has no current plans to file a Last and Final Recognized Obligation Payment Schedule.

Payment of Amounts Listed on the Recognized Obligation Payment Schedule. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency or the successor agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency or the successor agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and, under certain circumstances, amounts borrowed from the successor agency's low and moderate income housing fund. As described under "INTRODUCTION—The Former Agency Obligation" the Former Agency Obligation, which includes the Housing Note, has been included on the Successor Agency's Recognized Obligation Payment Schedules that have been approved by the Oversight Board and the DOF. The Bonds and the payment on the Housing Note from the proceeds of the Bonds have also been included on the Successor Agency's most recent Recognized Obligation Payment Schedule, which has been approved by the Oversight Board and the DOF.

A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by a bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Sources of Payments for Enforceable Obligations. Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the low and moderate income housing fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance (successor agencies are entitled to receive not less than $250,000, unless that amount is reduced by the oversight board), (v) the Redevelopment Property Tax Trust Fund (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the redevelopment agency, as approved by the Oversight Board). Pursuant to SB 107, the functions of the Oversight Board will be assumed by an oversight board established for all successor agencies within the County commencing on July 1, 2018.

The Dissolution Act provides that only those payments listed in the Recognized Obligation Payment Schedule may be made by a successor agency and only from the funds specified in the Recognized Obligation Payment Schedule.

Order of Priority of Distributions from Redevelopment Property Tax Trust Fund. Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, and despite the provisions of the Dissolution Act which now provide for annual submissions by successor agencies of Recognized Obligation Payment Schedules (see discussion above under "Submission of Recognized Obligation Payment Schedules"), a county auditor-controller is to distribute funds for each six-month period after deducting permitted administrative costs of the County Auditor-Controller pursuant to Section 34183(a) of the Dissolution Act (which are deducted from deposits to the Redevelopment Property Tax Trust Fund prior to making disbursements), in the following order as specified in section 34183 of the Dissolution Act:

(i) first, subject to certain adjustments for subordinations to the extent permitted under the Dissolution Act, if any (as described above under "SECURITY FOR THE BONDS—Pass-Through Payments") and no later than each January 2 and June 1, amounts required for pass-through payments such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including negotiated pass-through agreements and statutory pass-through obligations;

(ii) second, on each January 2 and June 1, to the successor agency for payments listed in its Recognized Obligation Payment Schedule, with debt service payments scheduled to be made for tax allocation bonds having the highest priority over payments scheduled for other debts and obligations listed on the Recognized Obligation Payment Schedule;

(iii) third, on each January 2 and June 1, to the successor agency for the administrative cost allowance, as defined in the Dissolution Act; and

(iv) fourth, on each January 2 and June 1, to taxing entities any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by clauses (i) through (iii), in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in that fiscal year (without giving effect to any pass-through obligations that were established under the Redevelopment Law).

Failure to Submit a Recognized Obligation Payment Schedule. The Recognized Obligation Payment Schedule must be approved by the oversight board, and the oversight board-approved Recognized Obligation Payment Schedule must be submitted by a successor agency to the county auditor-controller and the DOF by February 1 of each year. If the successor agency does not submit a Recognized Obligation Payment Schedule by the applicable deadline, the city or county that established the former redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, if a successor agency does not submit a Recognized Obligation Payment Schedule within 10 days of the deadline, the successor agency's maximum administrative cost for the applicable period is reduced by twenty-five percent.

However, the Dissolution Act provides that, if a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the successor agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see "RISK FACTORS—Recognized Obligation Payment Schedule." To date, the Successor Agency has timely filed all required Oversight

Board-approved Recognized Obligation Payment Schedules with the County Auditor-Controller and the DOF.

SECURITY FOR THE BONDS

The Bonds are secured by a pledge of the Available LMIHF Funds. Only the Available LMIHF Funds deposited to the Series B Debt Service Fund will be used to repay the Bonds. See "SECURITY FOR THE BONDS—Flow of Funds Under the Indenture" and "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS."

Pledge Under the Indenture

Except as explicitly provided otherwise in the Indenture, the Bonds, the 2018B Bonds and any additional Parity Debt are equally secured by a pledge and lien on all of the Available LMIHF Funds and by a first and exclusive pledge and lien upon all of the moneys in the Series B Debt Service Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account therein) without preference or priority for issue, number, dated date, sale date, date of execution or date of delivery. The Bonds (exclusive of the 2018B Bonds and any additional Parity Debt) are also secured by an exclusive pledge of, security interest in and lien on amounts in the Series 2020B Reserve Account within the Series B Debt Service Fund. Except for the Available LMIHF Funds and such moneys, no funds or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

In consideration of the acceptance of the Bonds by owners of the Bonds, the Indenture is deemed to be and constitutes a contract between the Successor Agency and the Trustee for the benefit of the Owners from time to time of the Bonds, and the covenants and agreements set forth in the Indenture to be performed on behalf of the Successor Agency are for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or in the Indenture.

Available LMIHF Funds

As previously described, Tax Revenues from the Merged Project Areas are deposited to the Redevelopment Project Tax Trust Fund maintained by the County Auditor-Controller for the Successor Agency, who distributes the Available LMIHF Funds from such fund semi-annually to the Successor Agency for deposit to the Successor Agency's Redevelopment Obligation Retirement Fund. The Available LMIHF Funds are remitted semi-annually by the Successor Agency from the Redevelopment Obligation Retirement Fund to the Trustee for deposit by the Trustee in the Series B Debt Service Fund held by the Trustee under the Indenture until the amount so remitted equals the amount to be transferred to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, with any excess released semiannually from the lien of the Indenture. Payments due on the Bonds, the 2018B Bonds and any additional Parity Debt are made by the Trustee from the funds in the accounts in the Series B Debt Service Fund. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Historic and Estimated Available LMIHF Funds." See also Section 6.6 in the Fiscal Consultant's Report in Appendix G for the manner in which the amount of the Available LMIHF Funds are determined.

The term "Tax Revenues" is defined under the Indenture to mean the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act, after payment of (a) County administrative fees pursuant to section 34183(a) of the Dissolution Act, (b) the Statutory Pass-Through Amounts to the extent not subordinated to the Successor Agency's obligation to repay the Bonds, and any pass-through obligations (statutory or negotiated) of the Successor Agency related to the Airport Project or the Marina Project, and (c) amounts payable by the Successor Agency on the 2000 Bonds. The outstanding principal amount of the 2000 Bonds is $375,000 with a maximum annual debt service obligation of $47,138 (see "SECURITY FOR THE BONDS—The 2000 Bonds"). If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 of the Dissolution Act are invalidated by a final judicial decision, the Indenture provides that Tax Revenues shall include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

Before it was amended by the Dissolution Act, the Redevelopment Law required the Former Agency to set aside not less than 20% of all tax increment generated in the Redevelopment Project into a low and moderate income housing fund to be used for the purpose of increasing, improving and/or preserving the supply of low and moderate income housing. These tax increment revenues were commonly referred to as "Housing Set-Aside." The Dissolution Act eliminated the Housing Set-Aside requirement. Since a deduction for the Housing Set-Aside is no longer required, amounts that were previously required to be deposited in the housing fund are now included in Tax Revenues. The revenues pledged to the payment of the Series A Bonds under the Indenture (see "FINANCING PLAN—Related Obligation") consist primarily of the Pledged Non-Housing Funds, which are explicitly not included in the Available LMIHF Funds.

The term "Available LMIHF Funds" is defined in the Indenture as the portion of the Tax Revenues annually allocated to the Successor Agency and that was, prior to dissolution of the Former Agency, required to be deposited in the Former Agency's Low and Moderate Income Housing Fund for the Dunes development and the Sea Haven development areas of the Fort Ord Project pursuant to Sections 33334.2, and 33334.3 of the Law as in effect prior to the dissolution of the Former Agency, less the amount allocable to the Former Agency pursuant to the Financing Plan being ten percent (10%) of said annual amount. **Only the Available LMIHF Funds that are derived from the Dunes development and the Sea Haven development are pledged to the payment of the Bonds, in addition to earnings on funds held in the Series B Debt Service Fund.**

The Successor Agency has covenanted and agreed in the Indenture to claim the full amount of the Available LMIHF Funds, and the Indenture provides that it shall not seek or permit a deferral or reduction of or other exception to the allocation and payment of the Available LMIHF Funds to the Successor Agency, all as provided in the Financing Plan. The Successor Agency has agreed in the Indenture to take all actions required of it under the Financing Plan to compute the Available LMIHF Funds and to make the transfers of Available LMIHF Funds from the Redevelopment Obligation Retirement Fund to the Trustee as provided in the Indenture. See Section 6.6 of the Fiscal Consultant's Report in Appendix G for the manner in which the Successor Agency periodically determines the amount of the Available LMIHF Funds to be included on the ROPS.

Flow of Funds Under the Indenture

General. The Successor Agency previously established the Redevelopment Obligation Retirement Fund pursuant to section 34170.5(a) of the Dissolution Act and has agreed in the Indenture to hold and maintain the Redevelopment Obligation Retirement Fund as long as any of the Bonds, the 2018B Bonds and any additional Parity Debt are Outstanding.

Deposit in Redevelopment Obligation Retirement Fund; Transfer to Debt Service Fund. The Indenture provides that the Successor Agency shall deposit the Tax Revenues received by it on any RPTTF Distribution Date into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein that constitute Available LMIHF Funds (i) to the Trustee for deposit by the Trustee in the Series B Debt Service Fund established and held by the Trustee under this Indenture until such time during the then ROPS Payment Period as the amounts so transferred to the Series B Debt Service Fund equal the aggregate amounts required to be deposited by the Trustee into the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, the Series 2020B Reserve Account and the Redemption Account of the Series B Debt Service Fund on the March 1 or September 1, as applicable, occurring during such ROPS Payment Period pursuant to the Indenture; and (ii) for deposit during the then ROPS Payment Period in the funds and accounts established with respect to additional Parity Debt, as provided in any Supplemental Indenture.

The portion of the Tax Revenues that are not Available LMIHF Funds are in no way pledged to the payment of the Bonds or any Parity Debt and are not to be deposited by the Successor Agency to the Series B Debt Service Fund (and if for any reason any have been so deposited they may be removed therefrom).

Except as may otherwise be required by the provisions of the Indenture with respect to the possible distribution of Tax Revenues in respect of reserves to assure timely payment of the Bonds (see APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE) and as a possible consequence of Redevelopment Plan limitations (see "THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY—Plan Limits"), any Available LMIHF Funds received by the Successor Agency and held in the Redevelopment Obligation Retirement Fund following each RPTTF Distribution Date, to the extent remaining after making the transfers provided for in the second preceding paragraph to the Series B Debt Service Fund in respect of the Interest Payment Date occurring during the related ROPS Payment Period, are released from the pledge and lien under the Indenture which secures the Bonds (including the Series 2020B Bonds and any additional Parity Debt) and will be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

Deposit of Amounts by Trustee – Series B Debt Service Fund. There is established under the Indenture a trust fund to be known as the Series B Debt Service Fund, which will be held by the Trustee under the Indenture in trust. Except with respect to funds to be used to optionally redeem the Bonds (which shall be deposited directly to the Redemption Account), moneys in the Series B Debt Service Fund will be transferred by the Trustee in the following amounts, at the following times to the following respective accounts within the Series B Debt Service Fund, in the following order of priority:

> Interest Account. On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest

becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds and any Parity Debt as it becomes due and payable (including accrued interest on any Bonds and Parity Debt redeemed prior to maturity pursuant to the Indenture).

Principal Account. On or before the Business Day preceding each March 1 Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Principal Account an amount equal to sixty percent of the principal payments coming due and payable on the Outstanding Bonds and any Parity Debt on the next September 1, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Principal Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt on the next September 1 and the amount then on deposit in the Principal Account, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt. Subject to the provisions of the Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds and any Parity Debt as it becomes due and payable.

Sinking Account. On or before the Business Day preceding each March 1 Interest Payment Date, commencing with the first such date which is six months prior to the date on which principal (or any mandatory sinking payment) is due on any Term Bonds or Parity Debt that constitutes term bonds, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Sinking Account an amount equal to sixty percent of the sinking account payments becoming due and payable on any Bonds and any Parity Debt that constitute Term Bonds on the next September 1, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. On or before the Business Day preceding each September 1 Interest Payment Date, commencing with the first such date on which principal (or any mandatory sinking payment) is due on any Bonds or related Parity Debt that are Term Bonds, the Trustee shall transfer funds from the Series B Debt Service Fund for deposit in the Sinking Account an amount equal to the difference between the amount due and payable on the Outstanding Bonds and any Parity Debt that constitute Term Bonds on the next September 1 and the amount then on deposit in the Sinking Account, to the extent of any monies on deposit in the Series B Debt Service Fund available therefor. No such transfer and deposit need be made to the Sinking Account if the amount contained therein is at least equal to the sinking account payments to become due on the next September 1 on all Outstanding Bonds and any Parity Debt that constitute Term Bonds. Subject to this Indenture, all moneys in the Sinking Account will be used and withdrawn by the Trustee solely for the purpose of paying the aggregate principal amount of the Term Bonds that are Bonds or Parity Debt required to be redeemed on such September 1 pursuant to the provisions of the Indenture or the document providing for the issuance of the related Parity Debt that constitutes Term Bonds.

Reserve Accounts. If, on the Business Day before any Interest Payment Date, the amount in the Reserve Account or in the Series 2020B Reserve Account is less than the Reserve Requirement for the 2018B Bonds or the Reserve Requirement for the Bonds, respectively, or the amount in any reserve account established for any additional Parity Debt, is less than the applicable reserve requirement for such additional Parity Debt, the Trustee shall transfer funds from the Series B Debt Service Fund to the Reserve Account, the Series 2020B Reserve Account and any such reserve account for any additional Parity Debt in the amount of the respective short fall. If there shall then not be sufficient funds in the Series B Debt Service Fund to transfer an amount sufficient to maintain the Reserve Requirement for the 2018B Bonds on deposit in the Reserve Account, the amount in the Series 2020B Reserve Account to maintain the Reserve Requirement for the Bonds, and any reserve requirement for any additional Parity Debt on deposit in a reserve account for such additional Parity Debt, the Trustee shall transfer the available funds from the Series B Debt Service Fund to the Reserve Account, the Series 2020B Reserve Account and each such reserve account for any additional Parity Debt pro rata (based on the amount of the then Reserve Requirement for the 2018B Bonds and for the Bonds, respectively, and any reserve requirement for outstanding Parity Debt), and the Trustee shall be obligated to continue making transfers as funds become available in the Series B Debt Service Fund pro rata until there is an amount sufficient to maintain the Reserve Requirement for the 2018B Bonds, the Reserve Requirement for the Bonds on deposit in the Reserve Account and the Series 2020B Reserve Account, respectively, and to maintain the reserve requirement for additional Parity Debt on deposit in the reserve account for such Parity Debt. No such transfer and deposit need to be made to (i) the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement for the 2018B Bonds, (ii) to the Series 2020B Reserve Account so long as there shall be on deposit in the Series 2020B Reserve Account a sum at least equal to the Reserve Requirement for the Bonds, or (iii) any reserve account for any additional Parity Debt so long as there shall be on deposit therein a sum at least equal to the reserve requirement for such Parity Debt.

Redemption Account. On or before any date on which Bonds are to be redeemed pursuant to the optional redemption provisions of the Indenture, the Trustee shall withdraw from the Series B Debt Service Fund and transfer to the Redemption Account an amount required to pay the principal of and interest on the Bonds to be redeemed on such date, taking into account any funds then on deposit in the Redemption Account. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account of the Series B Debt Service Fund. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Bonds to be redeemed on the respective dates set for such redemption.

Reserve Account

The Indenture establishes a Series 2020B Reserve Account within the Series B Debt Service Fund, amounts in which only secure payment of the Bonds. On the Closing Date, Bond proceeds in an amount equal to the Reserve Requirement for the Bonds will be deposited to the Series 2020B Reserve Account. Reserve Requirement for the Bonds is defined in the Indenture as an amount, as of any date of calculation, equal to the least of (a) Maximum Annual Debt Service on the Bonds (not including the 2018B Bonds or any additional Parity Debt) for the then current or every subsequent Bond Year, (b) 125% of average Annual Debt Service on the Bonds (not including the 2018B Bonds or any additional Parity Debt) for the then current and every

subsequent Bond Year, and (c) 10% of the original principal amount of the Bonds (without regard to the 2018B Bonds or any additional Parity Debt).

If, on any Interest Payment Date, the moneys available in the Interest Account, Principal Account and/or the Sinking Account of the Series B Debt Service Fund do not equal the amount of the principal and interest on the Bonds (not including the 2018B Bonds or any additional Parity Debt) then coming due and payable, the Trustee shall apply any moneys available in the Series 2020B Reserve Account to make delinquent amounts with respect to the Bonds by transferring the amount necessary for this purpose to the Interest Account, the Principal Account and/or the Sinking Account, in that order, of the Series B Debt Service Fund.

Under the Indenture, amounts in the Series 2020B Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account of the Series B Debt Service Fund as described in the preceding paragraph or for the retirement of all the Bonds then Outstanding, except that so long as no Event of Default has occurred and is then continuing under the Indenture, any amount in the Series 2020B Reserve Account in excess of the Reserve Requirement for the Bonds (as determined by the Trustee based upon a valuation of investments held in such account performed in accordance with the Indenture) will be withdrawn from the Series 2020B Reserve Account semiannually on or before the second Business Day preceding each Interest Payment Date by the Trustee and deposited in the Interest Account of the Series B Debt Service Fund. Pursuant to the Indenture, all amounts in the Series 2020B Reserve Account on the second Business Day preceding the final Interest Payment Date will be withdrawn from the Series 2020B Reserve Account and will be transferred either (i) to the Interest Account, the Principal Account and the Sinking Account of the Series B Debt Service Fund, in such order, to the extent required to make the deposits required to be made on such Interest Payment Date pursuant to the Indenture, or (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make such deposits then, at the Written Request of the Successor Agency, to the Successor Agency to be applied by the Successor Agency as provided in the Former Agency Obligation (or, upon expiration or satisfaction in full of the Former Agency Obligation, as provided in the Law).

The Indenture provides for a Reserve Account, and the amount therein is exclusively pledged as security for the 2018B Bonds. The Successor Agency may, but is not required, to establish reserve accounts in connection with the issuance of any additional Parity Debt. Any such reserve account would only secure the payment of the related additional Parity Debt and would not be available to make payments on the Bonds.

Limited Obligation

The Bonds are not a debt of the City, the County, the State or any of their political subdivisions except the Successor Agency, and none of the City, the County, the State or any of their political subdivisions except the Successor Agency are liable therefor. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No member of the Board of Directors of the Successor Agency or of the Oversight Board, or member of the Board of Supervisors of the County, shall be individually or personally liable for the payment of the principal of or interest or redemption premium (if any) on the Bonds. The Bonds are only payable from the Available LMIHF Funds and investment earnings on amounts in the accounts within the Series B Debt Service Fund. See "SECURITY FOR THE BONDS."

Recognized Obligation Payment Schedules

Dissolution Act Covenant by the Successor Agency. The Successor Agency has covenanted in the Indenture that it will comply with the requirements of the Dissolution Act necessary so as to not materially adversely affect the payment of and security for the Bonds.

In the Indenture the Successor Agency covenants and agrees that it will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds and any Parity Debt (including, without limitation, any mandatory sinking fund redemption payments), as well as any amount required under this Indenture to replenish the Reserve Account, in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the County's Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Redevelopment Obligation Retirement Fund on each RPTTF Distribution Date amounts required for the Successor Agency to pay principal of, and interest on, the Bonds and any Parity Debt coming due in the respective ROPS Payment Period corresponding to such RPTTF Distribution Date pursuant to the Dissolution Act (including but not limited to Section 34177 therein).

Without limiting the generality of the foregoing, the Successor Agency additionally covenants and agrees that, not later than February 1, 2018 and each February 1 thereafter (or at such other time as may be required by the Dissolution Act) for so long as any Bonds or any Parity Debt remain outstanding, the Successor Agency will submit to the California Department of Finance and to the County's Auditor-Controller an Oversight Board-approved ROPS that provides for the distribution of the following amounts (but only to the extent that such amounts do not exceed the Available LMIHF Funds, and only to the extent that other amounts on deposit in the Redevelopment Property Tax Trust Fund or the Redevelopment Obligation Retirement Fund reserved for payment of debt service on the Bonds or any Parity Debt or on deposit in the Series B Debt Service Fund with respect to the Bonds are insufficient therefor):

(i) for distribution on each June 1: from the Available LMIHF Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding September 1, and an amount equal to the principal amount coming due and payable on the Bonds and any Parity Debt on the next September 1, less any amount then on deposit in the Principal Account (with respect to principal due on the Bonds and any Parity Debt) and in the Sinking Account (with respect to sinking fund payments or principal due on the Bonds and any Parity Debt that are Term Bonds) of the Series B Debt Service Fund by reason of the amount described in clause (ii) below; and

(ii) for distribution on each January 2: from the Available LMIHF Funds, all interest coming due and payable on the Bonds and any Parity Debt on the next succeeding March 1, and sixty percent (60%) of the principal amount (including any sinking fund payments) coming due and payable on the Bonds and any Parity Debt on the next September 1; and

(iii) if the Successor Agency determines it is necessary to ensure timely payment of debt service on the Bonds or any Parity Debt, the Successor Agency may also collect on each January 2 or June 1, as necessary, a reserve to be held for debt service on the Bonds and any Parity Debt on March 1 and September 1 of the next succeeding calendar year; and

(iv) any amounts required to replenish the Reserve Account, and any other reserve account established under any Parity Debt instrument.

In addition, the Successor Agency covenants that, if the amount of Pledged Tax Revenues expected to be available with respect to a ROPS Payment Period will be insufficient to pay required debt service on the Bonds and any Parity Debt and all other required amounts payable from the Redevelopment Obligation Retirement Fund during such ROPS Payment Period, it shall, on or before the May 1 or December 1, as applicable, preceding such ROPS Payment Period (or such other date as otherwise may be specified in the Dissolution Act), file a Notice of Insufficiency with the County Auditor-Controller in accordance with the Dissolution Act (including, but not limited to, paragraph (b) of Section 34183 therein).

The Indenture also obligates the Successor Agency to include on the ROPS amounts due on the Series A Bonds to the extent of the Available Non-Housing Tax Increment Funds at times and in respective amounts similar to those described in the second preceding paragraph above.

County Administrative Fees

Chapter 466, Statutes of 1990 (referred to as SB 2557), permits the County to withhold a portion of annual tax revenues for the recovery of County charges related to property tax administration services to cities in an amount equal to their property tax administration costs proportionately attributable to cities. SB 2557, and subsequent legislation under SB 1559 (Statutes of 1992), permitted counties to charge all jurisdictions, including redevelopment agencies, on a year-to-year basis. Section 34182(a)(3) of the California Health and Safety Code also provides for recovery of county costs in connection with performing duties related to the dissolution of redevelopment agencies. The Fiscal Consultant has advised that the Available LMIHF Funds are computed as a percentage (twenty percent) of the increases in assessed values attributable to development in the Dunes and Sea Haven projects, so that the Fiscal Consultant's projections of Available LMIHF Funds have not been deducted in determining the Available LMIHF Funds expected to be available to make payments on the Bonds.

Pass-Through Payments

The Successor Agency is obligated to remit certain Statutory Pass-Through Amounts to various taxing agencies from tax revenues allocable to the Successor Agency. The Successor Agency has taken all actions necessary to subordinate the pass through payments to all taxing agencies applicable to the determination of Tax Revenues, other than the Fort Ord Reuse Authority ("FORA"), to the payments due on the Bonds. The pass-through payment obligations for the Fort Ord Project constituting Statutory Pass-Through Amounts and that reduce the Tax Revenues are determined pursuant to the Fort Ord section of Redevelopment Law, constituting California Health and Safety Code sections 33492.71 and 33492.78. However, pass-through payment obligations do not affect the determination of Available LMIHF Funds. Accordingly, the Fiscal Consultant has not deducted the pass through payments to FORA or to any other taxing agency for purposes of the revenue projections presented in the Fiscal Consultant's Report and in Table 8 under the heading "DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

The 2000 Bonds

The 2000 Bonds were issued prior to the fiscal merger of the Merged Project Areas and are secured by a pledge of Redevelopment Property Tax Trust Fund revenues derived from the Airport Project only. The outstanding principal of the 2000 Bonds is $375,000, the maximum annual debt service on the 2000 Bonds is $47,138 and the final maturity of the 2000 Bonds is January 1, 2030. While payments on the 2000 Bonds are deducted from the amount of Tax Revenues generated by the Merged Project Areas available for the Available LMIHF Funds,

payments on the 2000 Bonds are not expected to affect the amount of Available LMIHF Funds because Redevelopment Property Tax Trust Fund revenues derived from the Airport Project and the Marina Project are sufficient to pay debt service on the 2000 Bonds without utilizing any such revenues derived from the Fort Ord Project in which the Dunes and the Sea Haven developments are located. The Fiscal Consultant has advised that in fiscal year 2018-19, net Redevelopment Property Tax Trust Fund revenues from the Airport Project and Marina Project were approximately $979,000, which is well in excess of the $47,138 maximum annual debt service for the 2000 Bonds. Accordingly, payments on the 2000 Bonds have not been deducted by the Fiscal Consultant from Available LMIHF Funds for purposes of its revenue projections in the Fiscal Consultant's Report, and for purposes of Table 8 under the heading "DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Parity Debt

"Parity Debt" means any loans, advances or indebtedness issued or incurred by the Successor Agency, secured by a pledge of Available LMIHF Funds on a parity with the Bonds pursuant to the Indenture. The Indenture permits the issuance of Parity Debt but only (i) to make payments on the Housing Note, as permitted under section 34177.5(a)(4) of the Law; or (ii) to refund the Bonds, as applicable, or previously issued Parity Debt in such principal amount as shall be determined by the Successor Agency, as permitted by section 34177.5(a)(1) of the Law; in each case pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee. The Bonds constitute Parity Debt under the provisions of the Indenture.

The Successor Agency may issue or incur additional Parity Debt subject to the following specific conditions precedent:

(a) The Successor Agency shall be in compliance with all covenants set forth in the Indenture and in any then effective Supplemental Indenture;

(b) If required by the Law, the Oversight Board shall have approved the issuance of the Parity Debt;

(c) The Parity Debt will be on such terms and conditions as may be set forth in a Supplemental Indenture, which will provide for the issuance of bonds substantially in accordance with the Indenture;

(d) (i) If the Parity Debt is issued pursuant to section 34177.5(a)(1) of the Law, receipt of a certificate or opinion of an Independent Financial Consultant stating that the total net interest cost to maturity of the Parity Debt plus the principal amount of the Parity Debt will not exceed the total net interest cost to maturity of the Bonds or previously issued Parity Debt to be refunded plus the principal amount of the Bonds or previously issued Parity Debt to be refunded.

(ii) If the Parity Debt is to be issued pursuant to section 34177.5(a)(4) of the Law, the Available LMIHF Funds for the most recently completed Fiscal Year, less (A) the portion of the Available LMIHF Funds attributable to the amount of assessed value in the Dunes development being appealed by the Developer and any party related to it which appeal or appeals have not yet been resolved, less (B) the portion of the Available LMIHF Funds attributable to the assessed value being appealed with respect to any property in the Dunes development or the Sea Haven development not owned by the Developer or any party related to it which appeal or appeals have not yet been resolved,

equal to the average percentage decrease in assessed value applicable to appeals within the Dunes development and the Sea Haven development resolved within the prior five years, less (C) the portion of the Available LMIHF Funds attributable to the assessed value in the Dunes development and the Sea Haven development for which appeals have been resolved in favor of the respective property owner(s) but have not yet been deducted from the assessed value used to determine the Available LMIHF Funds, based upon the actual amount of assessed value to be reduced, and plus (D) the Additional Revenues (as defined in Section 6(d) of Part II of the Financing Plan, shall be at least equal to 115 percent of the Maximum Annual Debt Service on any then outstanding Bonds and Parity Debt, together with the then proposed Parity Debt.

(e) The Parity Debt will mature on and interest will be payable on the same dates as the Bonds (except the first interest payment may be from the date of the Parity Debt until either the next succeeding March 1 or September 1); and

(f) The issuance of such Parity Debt shall not cause the Successor Agency to exceed any applicable Plan Limitations.

(g) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt described in paragraphs (a), (b), (c), (d), (e), and (f) above have been satisfied.

For the purposes of clause (ii) of paragraph (d) above, "Additional Revenues" is defined in the Financing Plan as of any date of calculation, as the amount of Available LMIHF Funds which, as shown in a report of an independent redevelopment consultant, is estimated to be receivable by the Successor Agency within the Fiscal Year following the Fiscal Year in which such calculation is made as a result of increases in the assessed valuation of taxable property in the Fort Ord Project due to either (i) construction which has been completed and for which a certificate of occupancy has been issued by the City or other appropriate governmental entity but which is not then reflected on the tax rolls, or (ii) transfer of ownership or any other interest in real property which has been recorded but which is not then reflected on the tax rolls. For purposes of the foregoing, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Fort Ord Project is estimated to increase above the assessed valuation of taxable property in the Fort Ord Project (as evidenced in the written records of the County) as of the date on which such calculation is made.

As of the date of issuance of the Bonds, all of the foregoing requirements for the issuance of Parity Debt will be satisfied with respect to the Bonds, and the Successor Agency will deliver the Written Certificate described in paragraph (g) above to the Trustee with respect to the Bonds.

As mentioned under the headings "INTRODUCTION—The Former Agency Obligation," "INTRODUCTION—Additional Parity Debt," and "FINANCING PLAN—The Housing Note" the Successor Agency is obligated by the Financing Plan to incur additional Parity Debt from time to time during the Payment Obligation Period, subject to the provisions of the Financing Plan. The Financing Plan requires that the term of any additional Parity Debt be not less than twenty years, and the Developer has agreed that the Available LMIHF Funds, less the deductions and plus the additional funds referred to in clauses (B), (C) and (D) of subsection (d)(ii) of the second preceding paragraph, all as projected by the Successor Agency's fiscal consultant, be not less than 115% of the maximum annual debt service on the Bonds, the 2018B Bonds, any outstanding Parity Debt and the proposed Parity Debt. The net proceeds of any additional Parity Debt will be used to make a lump sum payment of principal owing on the Housing Note. The Successor Agency cannot predict when and in what amounts additional

Parity Debt will be issued, as it will depend primarily upon the continued development of the Dunes and Sea Haven communities.

Series A Bonds

The Indenture provides for the issuance of the Series A Bonds. The Series A Bonds are separately secured under the Indenture and are payable from Pledged Non-Housing Funds that are not pledged to the payment of the Bonds. While the Available Non-Housing Tax Increment Funds pledged to the payment of the Series A Bonds are derived from the Tax Revenues, they are not available for the payment of debt service on the Bonds. The Available LMIHF Funds are not available for payment on the Series A Bonds. See "FINANCING PLAN—Related Obligation."

PROPERTY TAXATION IN CALIFORNIA

Property Tax Collection Procedures

Classification. In the State, property which is subject to ad valorem taxes is classified as "secured" or "unsecured." Secured and unsecured property are entered on separate parts of the assessment roll maintained by the County assessor. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens.

Generally, ad valorem taxes are collected by a county (the "Taxing Authority") for the benefit of the various entities (e.g., cities, schools and special districts) that share in the ad valorem tax (each a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Funds.

Collections. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer, (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (iii) filing a certificate of delinquency for record in the county recorder's office to obtain a lien on certain property of the taxpayer, and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

Penalty. A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an

additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

Delinquencies. The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31.

Supplemental Assessments. California Revenue and Taxation Code section 75.70 provides for the reassessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Such reassessment is referred to as the Supplemental Assessment and is determined by applying the current year's tax rate to the amount of the increase or decrease in a property's value and prorating the resulting property taxes to reflect the portion of the tax year remaining as determined by the date of the change in ownership or completion of new construction. Supplemental Assessments become a lien against real property. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, and this delayed the realization of increased property taxes from the new assessments for up to 14 months. Since fiscal year 1984-85, revenues derived from Supplemental Assessments have been allocated to redevelopment agencies and taxing entities in the same manner as the general property tax. The receipt of Supplemental Assessment revenues by taxing entities typically follows the change of ownership by a year or more. This statute provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the January 1 lien date. If a change in ownership results in a decrease in assessed value, a negative supplemental assessment may occur, requiring a refund of taxes paid to the property owner. Supplemental Assessments have been included in the Fiscal Consultant's presentations of historic Available LMIHF Funds, but have not been included in this projections of future Available LMIHF Funds to pay debt service on the Bonds.

County Property Tax Collection and Administrative Costs. In 1990, the Legislature enacted SB 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the costs of administering the provisions of the Dissolution Act. For purposes of the Fiscal Consultant's projections of Available LMIHF Funds available to pay debt service on the Bonds, the Fiscal Consultant has advised that it has not taken any such administrative costs into consideration, as the Available LMIHF Funds are computed as a percentage (twenty percent) of the increases in assessed values attributable to development in the Dunes and Sea Haven projects.

Levy and Collection of Taxes. The Successor Agency has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the ability of the Successor Agency to repay the Bonds. Likewise, delinquencies in the payment of property taxes and the impact of bankruptcy proceedings on the legal ability of taxing agencies to collect property taxes could have an adverse effect on the Successor Agency's ability to make timely Bond payments. Collection of property taxes in the County is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," as provided for in Section 4701 et seq. of the California Revenue and

Taxation Code (known as the "Teeter Plan"). Accordingly, collections of property taxes will reflect actual delinquencies, if any.

See Section 6.4 of the Fiscal Consultant's Report for a table showing computed tax levies and allocated Redevelopment Property Tax Trust Fund revenues. Substantial delinquencies in the payment of property taxes could impair the timely receipt by the Successor Agency of Available LMIHF Funds, although the current annual Available LMIHF Funds provide debt service coverage on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Unitary Property

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with fiscal year 1988-89, tax revenues derived from unitary property and assessed by the State Board of Equalization are accumulated in a single tax rate area for the County. The tax revenues are then to be allocated to each taxing entity county-wide as follows: (i) each taxing entity will receive the same amount as in the previous year plus an increase for inflation of up to 2%; (ii) if utility tax revenues are insufficient to provide the same amount as in the previous year, each taxing entity's share would be reduced pro rata county wide; and (iii) any increase in revenue above 2% would be allocated in the same proportion as the taxing entity's local secured taxable values are to the local secured taxable values of the County.

AB 454 (Statutes of 1987, Chapter 921) further modified Chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provides for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

Unitary revenues are not included in Available LMIHF Funds because they are not generated by the Dunes and Sea Haven developments, and so are not included in projections in the Fiscal Consultant's Report of Available LMIHF Funds or in Table 8 under the heading "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Article XIIIA of the State Constitution

Article XIIIA limits the amount of ad valorem taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIIIA defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIIIA (i) exempts from the 1% tax limitation taxes to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978 or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional ad valorem taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIIIA has been upheld by both the California Supreme Court and the United States Supreme Court.

In the general election held November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIIIA. Proposition 58 amended Article XIIIA to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIIIA, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first $1,000,000 of other property between parents and children. This amendment to Article XIIIA may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIIIA to permit the Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence assessed value to the new residence. As a result of the Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the $1 per $100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

Each year the Board of Equalization announces the applicable adjustment factor. Since the adoption of Proposition 13, inflation has, in most years, exceeded 2% and the announced factor has reflected the 2% cap. The changes in the California Consumer Price Index from October of one year and October of the next year are used to determine the adjustment factor for the January assessment date. Through fiscal year 2010-11 there were six occasions when the inflation factor was less than 2%. Until fiscal year 2010-11 the annual adjustment never resulted in a reduction to the assessed values of individual parcels; however, the factor that was applied to real property assessed values for the January 1, 2010 assessment date was -0.237% and this resulted in reductions to the assessed value of parcels. The table below reflects the inflation adjustment factors for the current fiscal year and 10 prior fiscal years.

Historical Inflation Adjustment Factors

Fiscal Year	Inflation Adj. Factor
2010-11	-0.237%
2011-12	0.753
2012-13	2.000
2013-14	2.000
2014-15	0.454
2015-16	1.998
2016-17	1.525
2017-18	2.000
2018-19	2.000
2019-20	2.000
2020-21	2.000

Appropriations Limitation—Article XIIIB

Article XIIIB limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The "base year" for establishing such appropriations limit is the 1978/79 fiscal year, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness shall not be deemed the receipt by a redevelopment agency of proceeds of taxes levied by or on behalf of a redevelopment agency within the meaning of Article XIIIB, nor shall such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including section 33678 of the Redevelopment Law. The constitutionality of section 33678 has been upheld in two California appellate court decisions. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

Proposition 87

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Former Agency or the Successor Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness and not to redevelopment agencies.

Appeals of Assessed Values

Pursuant to California law, a property owner may apply for a reduction of the property tax assessment for such owner's property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner's property in any one year must submit an application to the County Assessment Appeals Board (the "Appeals Board"). Applications for any fiscal year must be submitted between July 2 and

November 30. Following a review of each application by the staff of the County Assessor's Office, the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces the assessment or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as "ongoing hardship"), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for then current year as well. Appeals for reduction in the "base year" value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for "ongoing hardship" in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted.

See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals" for information regarding historical and pending appeals of assessed valuations by property owners in the Merged Project Areas. Also, see Section 5.0 in the Fiscal Consultant's Report in Appendix G.

Propositions 218 and 26

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the "Supermajority Vote to Pass New Taxes and Fees Act." Proposition 26 amended Article XIIIC of the California Constitution by adding an expansive definition for the term "tax," which previously was not defined under the California Constitution.

Available LMIHF Funds securing the payment of the Bonds are derived from property taxes that are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and Proposition 26.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting Successor Agency revenues or the Successor Agency's ability to expend revenues.

THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

As described under the heading "INTRODUCTION—The City, the Former Agency and the Successor Agency," the Dissolution Act dissolved the Former Agency as of February 1, 2012. Thereafter, pursuant to section 34173 of the Dissolution Act, the City became the Successor Agency to the Former Agency. Subdivision (g) of section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Former Agency will not be transferred to the City nor will the assets of the Former Agency become assets of the City.

Successor Agency Powers

All powers of the Successor Agency are vested in its five members who are the elected members of the City Council. Pursuant to the Dissolution Act, the Successor Agency succeeds to the organizational status of the Former Agency but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. The Successor Agency is tasked with expeditiously winding down the affairs of the Former Agency, pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, substantially all Successor Agency actions are subject to approval by the Oversight Board, as well as review by the DOF.

Status of Compliance with Dissolution Act

The Dissolution Act required that a due diligence review be conducted to determine the unobligated balances of each successor agency that are available for transfer to taxing entities. The due diligence review involved separate reviews of each successor agency's low and moderate income housing fund and of all other funds and accounts. Once a successor agency completes the due diligence review and any transfers to taxing entities, the DOF would issue a finding of completion that expands the authority of each successor agency in carrying out the wind down process. A finding of completion allows a sponsoring community to, among other things, retain real property assets of the dissolved redevelopment agency and utilize proceeds derived from bonds issued prior to January 1, 2011. The Successor Agency has completed the due diligence process and received its Finding of Completion on November 12, 2014.

Pursuant to the due diligence reviews, the DOF determined that the Successor Agency was not required to remit any unobligated balance to the County Auditor-Controller.

After receiving a finding of completion, each successor agency is required to submit a Long Range Property Management Plan (a "LRPMP") detailing what it intends to do with its inventory of properties. The Successor Agency initially thought that it had no properties to dispose of, but recently discovered that the Former Agency owned certain parcels, some of which with little or no value, that it will need to divest. While the time in which to file a LRPMP has passed, the Successor Agency continues to work with the DOF and the Oversight Board in connection with its disposition of such parcels.

Plan Limits

In accordance with the Redevelopment Law, redevelopment plans like the Redevelopment Plans for each of the three Merged Project Areas were required to include certain limits on the financing of the redevelopment projects. These limits could include a time limit on the repayment of indebtedness, a cumulative revenue limit applicable to tax increment revenues allocable to the Successor Agency and a limit on the amount of bonded indebtedness that can be outstanding. While SB 107 clarified that former tax increment limits set forth in

certain redevelopment plans no longer apply for purposes of paying approved enforceable obligations such as the Bonds, the legislation did not eliminate redevelopment plan limits applicable to former military base redevelopment project areas which include the Airport Project and Fort Ord Project, and due to the fiscal merger of the three project areas, there are now certain limits applicable to the Merged Project Areas. Consequently, under current law the plan limitations summarized in Table 1 below apply to the Bonds and any Parity Debt, and to the Tax Revenues from which the Available LMIHF Funds are derived.

The following is a summary of redevelopment plan limits that remain in place:

TABLE 1
Merged Project Areas
Plan Limitations

	Marina Project	Airport Project	Fort Ord Project
Adoption Date	8/5/1986	9/17/1997	11/2/1999
Time Limit to Incur Debt	Deleted by SB 211 Amendment	6/30/2029	6/30/2032
Time Limit to Repay Debt	Eliminated by SB 107	6/30/2045	6/30/2048
Cumulative Revenue Limit	$4,000,000,000		
Bonded Indebtedness Limit	$655,000,000		

Source: Fiscal Consultant.

As illustrated by the foregoing table, the Merged Project Areas include a $4 billion cumulative dollar limit on the receipt of former tax increment revenue. The redevelopment plan for the Fort Ord Project includes a time limit on the receipt of former tax increment revenues of June 30, 2048.

The redevelopment plans for the Merged Project Areas also contain a limit on the maximum amount of bonded indebtedness that may be outstanding at any one time of $655,000,000. Currently only $13,135,000 of bonded indebtedness is outstanding. With the issuance of the Bonds, the Successor Agency expects to continue to be well within this limit.

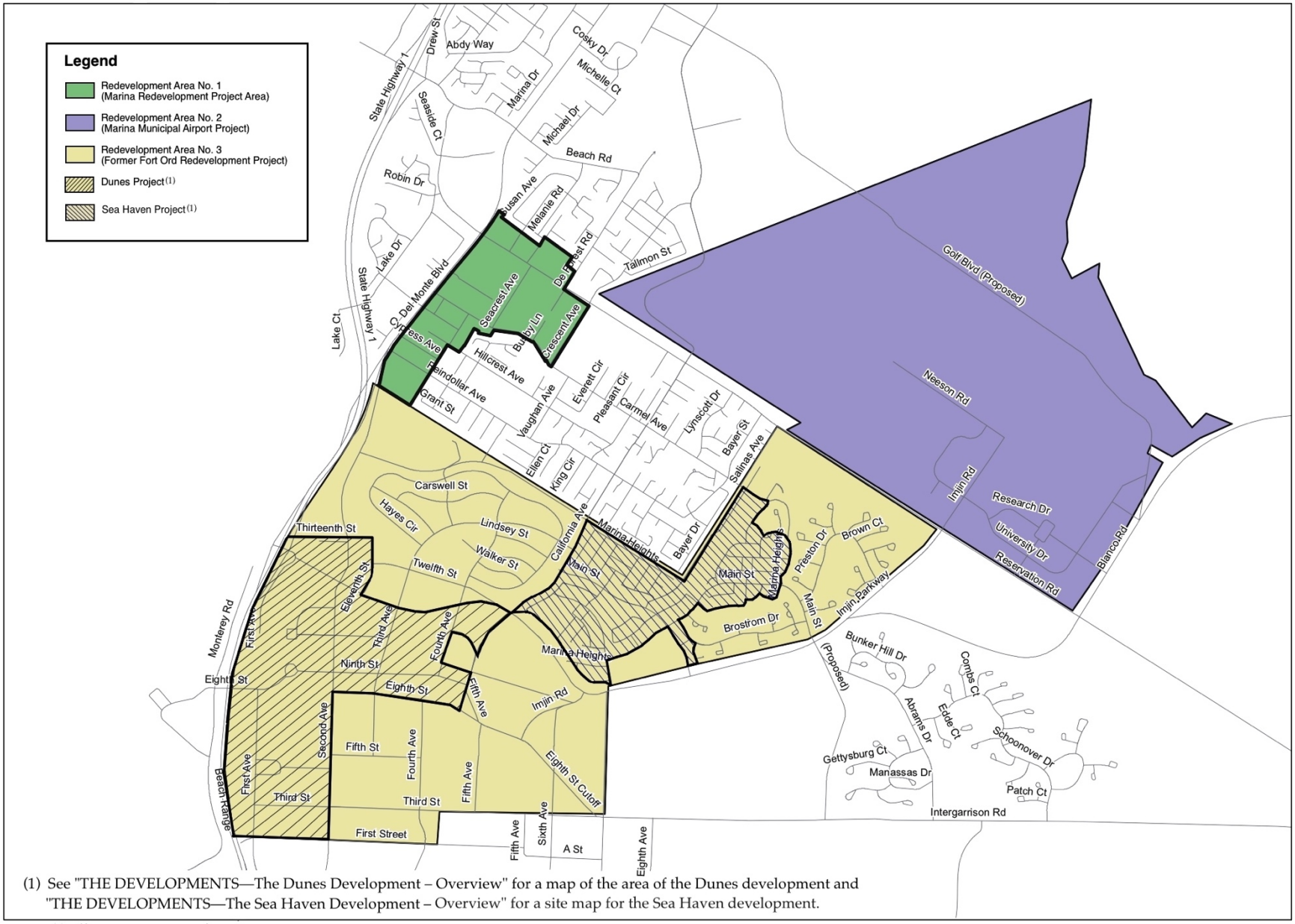
The Fiscal Consultant has advised that, based on tax increment receipt records of the Successor Agency and information provided by the County Auditor-Controller, approximately $61 million of former tax increment revenue has been received through fiscal year 2018-19 toward the $4 billion cumulative revenue limit for the Merged Project Areas. Based upon the two percent annual growth assumptions incorporated into the Fiscal Consultant's revenue projections, $282 million or approximately 7% of the $4 billion limit is projected to be collected through the 2040 final maturity of the Bonds. For the $4 billion tax increment revenue limit to be reached prior to the final debt service payment in 2040, it is estimated that RPTTF revenues for the Merged Project Areas would need to grow at a compound annual growth rate more than approximately 26% per year. While new development activity has resulted in assessed value growth for the Dunes development more than this rate for the last two fiscal years, growth rates are expected to moderate as the Dunes and Sea Haven developments become built out. Assuming full buildout of both the Dunes and Sea Haven developments over the next 9 years and 2% growth in assessed values within the balance of the Merged Project Areas, the Fiscal Consultant has estimated that the Successor Agency would collect approximately $526 million or 13% of the $4 billion limit through the 2040 final maturity of the Bonds. See Section 2.2 in the Fiscal Consultant's Report in Appendix G.

THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS

The Bonds are payable from, and are secured by a pledge of the Available LMIHF Funds arising from the Dunes and Sea Haven developments located within the Fort Ord Project. See "SECURITY FOR THE BONDS—Pledge Under the Indenture." The Available LMIHF Funds represent a portion of, and are payable from, the Tax Revenues derived from the Merged Project Areas. See "SECURITY FOR THE BONDS—Available LMIHF Funds.

The following page includes a map depicting the three Merged Project Areas, including the Fort Ord Project, and the location of the Dunes development and the Sea Haven development within the Fort Ord Project. The following pages include information relative only to the portion of the Fort Ord Project in which the Dunes and Sea Haven developments are located.

Redevelopment Project Area Boundaries



(1) See "THE DEVELOPMENTS—The Dunes Development – Overview" for a map of the area of the Dunes development and "THE DEVELOPMENTS—The Sea Haven Development – Overview" for a site map for the Sea Haven development.

Land Use

The aggregate designated land use in the Dunes and Sea Haven developments portions of the Fort Ord Project for fiscal year 2019-20 is set forth in the following table.

TABLE 2
Taxable Value by Land Use Combined
Combined Dunes and Sea Haven Developments
Fiscal Year 2019-20
[Area Applicable to Available LMIHF Funds]

	No. of Parcels*	Taxable Value	% of Total
Residential	621	$398,142,052	66.2%
Commercial	42	115,115,177	19.2
Institutional / Medical	3	73,295,065	12.2
Roads / Non-Taxable	25	-	0.0
Unsecured	41	14,511,427	2.4
Total	732	$601,063,721	100.0%

* Includes 691 secured parcels and 41 unsecured assessment numbers. Each unsecured assessment corresponds to a separate unsecured property owner; for example, individual tenants within a retail building will each have separate unsecured assessments.
Source: Fiscal Consultant

Historical Assessed Values

Table 3 below summarizes year-to-year changes in the assessed values for the Dunes and Sea Haven developments portions of the Fort Ord Project for the past ten years based upon the County Auditor-Controller's annual assessed value reports.

TABLE 3
Assessed Value History
Combined Dunes and Sea Haven Developments
Fiscal Years 2010-11 to 2019-20
[Area Applicable to Available LMIHF Funds]

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Annual-ized % Change 10-11 to 19-20
Secured	$140,679,501	$151,839,510	$140,346,922	$163,641,065	$180,062,330	$166,403,638	$222,476,061	$312,383,006	$457,984,090	$586,552,294	17.2%
Unsecured	8,254,300	7,460,150	8,581,821	8,345,550	7,700,144	7,817,890	9,167,090	10,015,818	11,605,016	14,511,427	6.5
Total	$148,933,801	$159,299,660	$148,928,743	$171,986,615	$187,762,474	$174,221,528	$231,643,151	$322,398,824	$469,589,106	$601,063,721	16.8%
%change	N/A%	7.0%	-6.5%	15.5%	9.2%	-7.2%	33.0%	39.2%	45.7%	28.0%	

Source: Fiscal Consultant, based on information obtained from the County Auditor-Controller.

Largest Taxpayers

The ten largest taxpayers for the Dunes and Sea Haven developments portions of the Fort Ord Project according to the 2019-20 assessed valuations are shown below.

TABLE 4
Top 10 Taxpayers for Combined Dunes and Sea Haven Developments
Fiscal Year 2019-20

	Property Owner	Principal Land Use	Number of Parcels[1]	Assessed Value FY 2019-20	% of Total and Incr. AV[2]
1	Wathen Castanos Homes[3]	Lots and New Homes Under Development	54	$61,456,380	10.2%
2	Hamstra-Appleton LLC	VA Medical Center	1	51,781,173	8.6
3	Pacific Coast Highway Property LLC	Shopping Center	13	36,170,000	6.0
4	Target Corporation	Target store	2	25,574,710	4.3
5	Community Hospital Properties Inc.[4]	Outpatient care and fitness center	6	25,032,830	4.2
6	Monterey Peninsula Hotels Group LP	Hotel (Marriot Springhill Suites)	1	19,979,845	3.3
7	Shea (Developer)[5][6]	Land under development	40	15,616,854	2.6
8	Kohls Department Stores Inc.	Kohls store	1	8,830,000	1.5
9	Net Lease Realty	Movie Theater	1	8,317,255	1.4
10	SKN Properties	Retail	4	6,685,462	1.1
			123	$259,444,509	43.2%

(1) Number of secured parcels and/or unsecured assessments.
(2) Based upon fiscal year 2019-20 assessed value and incremental assessed value of $601,063,721 (base year assessed value is zero).
(3) Includes Wathen Castanos Peterson Homes Inc. et al, WC Marina and JPF Properties LLC.
(4) Includes Community Hospital Properties Inc. and Community Hospital of the Monterey Peninsula.
(5) Includes Shea Homes Limited Partnership and Marina Community Partners LLC.
(6) Property owner has pending assessment appeal filing(s) for fiscal year 2019-20.
Source: Fiscal Consultant.

The following provides a brief description of each of the top ten taxpayers for the Dunes and the Sea Haven developments:

1. Wathen Castanos Homes is the developer of the Sea Haven Development. Assessed value of Wathen Castonos Homes consists of residential lots and new homes under development.

2. Hamstra-Appleton LLC is the private entity that constructed and owns the fee interest in the 146,000-square foot Maj. Gen. Gourley VA- DoD Outpatient Clinic ("VA Medical Center") which is under a long-term lease to the U.S. Department of Veterans Affairs. *It is possible that the property could become exempt from property taxes at some point in the future if, for example, the U.S. Department of Veterans Affairs were to purchase the fee interest in the property*.

3. Pacific Coast Highway Property LLC is the owner of a 234,000 square foot portion of the shopping center within the Dunes Development encompassing Best Buy, Old Navy, Bed Bath & Beyond, Michaels, Party City and REI. Kohl's and Target are a part of the same shopping center but the stores are under separate ownership.

4. Target Corporation has a retail location in the Dunes development.

5. Community Hospital Properties Inc. is an outpatient care center and fitness facility.

6. Monterey Peninsula Hotels Group LP is the owner of a 106-room Marriot Springhill Suites hotel.

7. Shea is the developer of the Dunes development. Assessed value for Shea includes the affiliated entities Shea Homes Limited Partnership and Marina Community Partners LLC. The Developer-owned parcels consist of residential lots under development and vacant land planned for future development.

8. Kohls Department Stores, Inc. has a retail location in the Dunes development.

9. Net Lease Realty, Inc. is the owner of a 5-screen cinema.

10. SKN Properties is the owner of approximately 40,000 square feet of retail space within the Dunes development.

Historic and Estimated Available LMIHF Funds

Table 5 below reflects the historical assessed values and incremental values for the Dunes and Sea Haven developments portions of the Fort Ord Project, and allocated Available LMIHF Funds for the most recent five fiscal years and estimated for the current and next fiscal year.

TABLE 5
Historic and Estimated Available LMIHF Funds for the Successor Agency
Fiscal Years 2014-15 to 2020-21(1)

	Actual 2014-15	Actual 2015-16	Actual 2016-17	Actual 2017-18	Actual 2018-19	*Estimate* 2019-20	*Projection* 2020-21
Assessed Value - Dunes & Sea Haven developments(2)	$187,762,474	$174,221,528	$231,643,151	$322,398,824	$469,589,106	$601,063,721	$666,128,218
Computed Levy @1%(3)	1,877,625	1,742,215	2,316,432	3,223,988	4,695,891	6,010,637	6,661,282
Gross Property Taxes Allocated							
Secured/Unsecured Taxes(4)	1,876,463	1,747,874	2,284,323	3,208,096	4,654,385	6,010,637	6,661,282
Supplemental Revenues Allocated	(11,499)	74,227	222,638	672,603	773,507	not included	not included
Gross Collections	$1,864,964	$1,822,100	$2,506,961	$3,880,699	$5,427,892	$6,010,637	$6,661,282
Gross Collections as % of Computed Levy(5)	99.33%	104.59%	108.23%	120.37%	115.59%	100.00%	100.00%
Former Housing Set-Aside @20%(6)	$372,993	$364,420	$501,392	$776,140	$1,085,578	$1,202,127	$1,332,256
Less: 10% Retained per Dunes Agreement	(37,299)	(36,442)	(50,139)	(77,614)	(108,558)	(120,213)	(133,226)
Available LMIHF Funds available for Bond debt service	$335,693	$327,978	$451,253	$698,526	$977,020	$1,081,915	$1,199,031

(1) Figures may not add due to rounding.
(2) Base year assessed value is zero.
(3) Assumes basic tax levy of 1% ($1.00 per $100.00 of taxable value) in accordance with Article XIIIA of the California Constitution. See "PROPERTY TAXATION IN CALIFORNIA—Article XIIA of the State Constitution."
(4) Includes regular current year secured and unsecured taxes as well as prior year redemptions.
(5) Property tax collections are not subject to the Teeter Plan (see "PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—Levy and Collection of Taxes"), and so reflect actual collections taking into account delinquencies in payment.
(6) See the third paragraph under the heading "SECURITY FOR THE BONDS—Available LMIHF Funds."
Source: Fiscal Consultant and Monterey County Auditor-Controller.

Assessment Appeals

Property values determined by the County Assessor may be subject to an appeal by a property owner. Assessment appeals are filed annually with the County Assessment Appeals Board for a hearing and resolution. A property owner can file for a regular assessment appeal of the current fiscal year assessed valuation between July 2 and November 30. Most appeals heard by an Assessment Appeals Board are scheduled within twelve to eighteen months. Revenue and Taxation Code §1604, however, allows up to two years for an assessment appeal to be decided unless this time limit is waived by the applicant. If the appeal is not decided within the two-year statutory time frame and the time limit is not waived, the assessor is required to use the applicant's opinion of value.

The majority of appeal filings applicable to the Dunes and Sea Haven developments are Proposition 8 appeals which relate to temporary declines in the market value of a property. Assessed value reductions as a result of Proposition 8 appeals are subject to annual review by the County Assessor and potential restoration over time based on future increases in market value of the subject property. "Base year" appeals contest changes in assessed value arising from re-assessable events such as transfer of ownership or new construction. Assessed value reductions as a result of "Base Year" appeals affect the maximum assessed value on an on-going basis.

The resolution of an appeal may result in a reduction to the County Assessor's taxable value and a tax refund to the property owner. The Fiscal Consultant reports that the County allocates tax refunds resulting from assessment appeals on a proportionate basis to all taxing agencies and Redevelopment Property Tax Trust Fund funds Countywide without regard to the area within which the parcel associated with the successful appeal filing is located. Thus, the impact of tax refunds associated with appeals is shared by all taxing agencies and Redevelopment Property Tax Trust Fund funds within the County, which lessens the potential impact that any individual appeal has on Merged Project Area Redevelopment Property Tax Trust Fund revenues for the Successor Agency. Inclusive of the impact of a proportionate share of County-wide assessment appeal refunds allocated to the Successor Agency, the overall collections rate for secured and unsecured taxes by the Successor Agency has averaged 99.6% over the past five years (see Table 5.4 in the Fiscal Consultant's Report in Appendix G). Additionally, the collections rate specific to Available LMIHF Funds has averaged approximately 111.9% after consideration of supplemental taxes in addition to regular secured and unsecured taxes (see Table 6.4 in the Fiscal Consultant's Report in Appendix G). The primary risk from appeals within the Dunes and Sea Haven developments is the potential future reduction in assessed value and thereby in future Available LMIHF Funds.

Historic Appeals Filing Outcomes: 2014-15 to 2019-20. Table 6 below summarizes assessment appeal filing outcomes within the Dunes development during the years 2014-15 to 2019-20 including Secured and Unsecured Roll appeals as determined based on research by the Fiscal Consultant. The Fiscal Consultant has advised that no assessment appeals for the Sea Haven development were identified during the period it reviewed.

As shown below, 64% of resolved appeal filings were reduced or stipulated, while 36% were subsequently denied or withdrawn. Seventy-seven of the eighty-seven total appeals were filed by the Developer. Resolved appeals during fiscal year 2014-15 to 2019-20 period had an aggregate contested value of $102.5 million and resulted in an assessed value reduction of $12.7 million, which represents an average net reduction of 12.4%.

TABLE 6
Historical Assessment Appeal Summary
Fiscal Years 2014-15 through 2019-20

Historic Assessment Appeal Resolutions:
Dunes Development

			Resolved Appeal Outcomes			Assessed Valuation: Resolved Appeals ($Millions)					
Fiscal Year	Total No. of Filings	Open Filings	Resolved Filings	Denied or With-drawn	Stipulated or Reduced	No. of Resolved Records	Assessor / Roll Value ($Millions)	Applicant Opinion of Value ($Millions)	Resolved Value ($Millions)	Net Reduction in Value ($Millions)	Average % Reduction
FY 2014-15	17	14	3	3	0	3	$21.3	$9.0	$21.3	$0.0	0.0%
FY 2015-16	3	0	3	2	1	3	4.3	2.8	3.7	0.6	13.0
FY 2016-17	11	10	1	0	1	1	6.2	4.5	5.1	1.1	17.3
FY 2017-18	24	7	17	3	14	17	69.9	44.5	58.8	11.1	15.9
FY 2018-19	26	25	1	1	0	1	0.8	0.7	0.8	0.0	0.0
FY 2019-20	6	6	0	0	0	0	0.0	0.0	0.0	0.0	N/A
Totals	87	62	25	9	16	25	$102.5	$61.5	$89.8	$12.7	12.4%
% of Total			100%	36%	64%						

Source: Monterey County Assessment Appeals Database, as reported by the Fiscal Consultant

Summary of Pending Appeals. The Fiscal Consultant has advised that there are 62 open appeals for the Dunes development of which 6 are to contest fiscal year 2019-20 assessed values. The aggregate contested value for the fiscal year 2019-20 pending appeals totals $11 million. A combined $8.3 million net reduction in assessed value is requested for fiscal year 2019-20.

TABLE 7A
Summary of Pending Appeals

	No. of Open Appeals	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Applicant Requested Net Reduction in Value ($Millions)
Fiscal Year 2019-20 Filings	6	$11.0	$2.8	$8.3
Prior Fiscal Year Filings (FY 2014-15 to 2019-20)	56	127.2	54.9	72.3
Totals	62	$138.2	$57.6	$80.6

Source: Fiscal Consultant.

All six fiscal year 2019-20 pending appeals were filed by the Developer and 57 of the 62 pending appeals for FY 2014-15 through FY 2019-20 were filed by the Developer. Sixteen of the prior year filings are for property the Developer subsequently sold to a third party after the appeal was filed.

Estimated Assessed Value Impact from Appeals. The Indenture prescribes the manner in which the impact of assessment appeals is to be estimated for purposes of determining Available LMIHF Funds available to support issuance of Parity Debt, as described in clause (d)(ii) of the first paragraph under the heading "SECURITY FOR THE BONDS—Parity Debt." The Fiscal Consultant's assessed value reduction from assessment appeals has been estimated in a manner consistent with the applicable Parity Debt methodology and reflects the following: (a) for property that is owned by the Developer or a related entity of the Developer, the estimated assessed value reduction from assessment appeals was based upon the applicant's opinion of assessed value; and (b) for property not owned by the Developer or a related entity of the Developer, the estimated assessed value reductions from assessment appeals was based upon the 2018-19 fiscal year average percentage reduction in assessed value applicable to resolved appeals for the preceding five fiscal years. If appeals for more than one year are pending for a

given parcel, the most recent appeal filing was used as the basis for estimating the assessed value impact. An adjustment was also required for resolved appeals for which the resulting assessed value reduction is not yet reflected on the assessment roll. The reduced assessed value for the applicable properties is estimated as the lesser of (a) the resolved assessed value from the appeal resolution and (b) the reduced assessed value estimated by applying the methodology described above in (a) or (b), as applicable.

The Fiscal Consultant has estimated pending appeals will result in an assessed value reduction of approximately $26 million based on the methodology prescribed by the Indenture related to Parity Debt as described in the preceding paragraph, which represents an average percentage reduction of 33.6%. The estimated reduction in assessed values reflects the 30 pending appeals pertaining to fiscal years 2014-15 through fiscal year 2019-20. An additional 32 appeal filings by the Developer were not included for purposes of estimating the impact of pending appeals because they were not the most recent filing for the applicable parcel. See Table 7B below for additional detail.

TABLE 7B
Estimated Reduction in Assessed Value from Pending Appeals

	Unique Pending Appeals(1)	Contested Value Represented ($Millions)	Applicant Opinion of Value ($Millions)	Est. of Resolved Value ($Millions)	Est. of Net Reduction in Assessed Value ($Millions)	%Reduction from Contested Value
Developer Appeals						
Developer Property(1)	13	$19.0	$5.5	$5.5	($13.5)	71.2%
Other Appeals(1)	17	58.6	29.0	46.0	(12.5)	21.4
Total Appeals	30	$77.5	$34.4	$51.5	($26.0)	33.6%

(1) Excludes 32 appeal filings that represent repeat filings for the same parcel over multiple years.
Source: Fiscal Consultant.

The $26 million estimated reduction in assessed value from pending appeals is reflected in the projected fiscal year 2020-21 assessed values and results in a $143,000 reduction in the projected Available LMIHF Funds.

Sixty of the 62 pending appeals are Prop 8 filings relate to temporary declines in market value. Although Prop 8 reductions granted as a result of successful assessment appeal filings may be restored over time as market valuations increase, for purposes of the revenue projection in the tables in the Fiscal Consultant's Report and in Table 8 under the heading "—Projected Available LMIHF Funds and Estimated Debt Service Coverage," the estimated reductions are assumed to be permanent.

Actual resolution of appeals is determined by many factors including vacancy and rental rates, circumstances of hardship and real estate comparables, all of which are unique to the individual assessment. Therefore, actual reductions, if any, may be higher or lower than the reductions incorporated in the projection. An appeal may be withdrawn by the applicant, the County Appeals Board may deny or modify the appeal at hearing or by stipulation, or the final value may be adjusted to an amount other than the stated opinion of value.

New Development

The Dunes development and the Sea Haven development continued to develop and sell new homes following the January 1, 2019 lien date for the fiscal year 2019-20 assessment roll.

Estimated assessed value added by development of new homes in 2019 for which a final certificate of occupancy has been issued or for which a sale has been recorded is reflected for purposes of the revenue projections in fiscal year 2020-21 in Tables 6 to 7.3 in the Fiscal Consultant's Report in Appendix G and in Table 8 below. Specifically, the Fiscal Consultant has advised that the following new development assessed value is included:

- New Homes in the Dunes development – From January 2019 to December 2019 a total of 70 new homes within the Dunes development were granted a final certificate of occupancy, or sale to a homebuyer was recorded, or both. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report include $43.3 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

- New Homes in the Sea Haven development - From January 2019 to December 2019 a total of 77 new homes within the Sea Haven development were granted a final certificate of occupancy, or sale to a homebuyer was recorded, or both. The Table 6 and 7 revenue projections in the Fiscal Consultant's Report and in Table 8 below include $47.8 million in assessed value added to the 2020-21 assessment role as a result of these new homes.

Table 8 in the Fiscal Consultant's Report in Appendix G provide additional supporting information regarding the taxable assessed value estimated to be added to the tax roll from these new developments.

Future buildout of the Dunes development is anticipated to include up to an additional 797 residential units, 394 hotel rooms, 396,000 square feet of office, research and development, or light industrial uses, and an additional 62,000 square feet of retail. Assessed value associated with this future buildout is not reflected for purposes of the revenue projections in the Fiscal Consultant's Report.

The Sea Haven development is planned for a total of 1,050 single family residential units of which 201 were completed by the end of 2019. Assessed value associated with buildout of the remaining 849 homes in the Sea Haven development is not reflected for purposes of the Table 6 to 7.3 revenue projections in the Fiscal Consultant's Report or in Table 8 below.

Projected Available LMIHF Funds and Estimated Debt Service Coverage

Table 8 below shows expected Available LMIHF Funds assuming no growth in assessed values, except as noted in footnote 2 in Table 8 below, and includes projected debt service on the Bonds. The projection incorporates the valuation assumptions made in the Fiscal Consultant's Report. Changes in assessed value have been reflected in the projection for fiscal years 2019-20 based on new development (see "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—New Development"). The projection includes an adjustment for pending appeals as described under the heading "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals – Estimated Assessed Value Impact from Appeals.

TABLE 8
Projection of Available LMIHF Funds
and Debt Service Coverage
Assumes No Growth on Assessed Value After 2019-20
(dollars in thousands)

Fiscal Year	Former Housing Dunes & Sea Haven	Less: 10% Retained	Available LMIHF Funds	Bond Debt Service	Debt Service Coverage
2019-20	1,202	(120)	1,082		
2020-21	1,332	(133)	1,199[(1)]		
2021-22	1,332	(133)	1,199		
2022-23	1,332	(133)	1,199		
2023-24	1,332	(133)	1,199		
2024-25	1,332	(133)	1,199		
2025-26	1,332	(133)	1,199		
2026-27	1,332	(133)	1,199		
2027-28	1,332	(133)	1,199		
2028-29	1,332	(133)	1,199		
2029-30	1,332	(133)	1,199		
2030-31	1,332	(133)	1,199		
2031-32	1,332	(133)	1,199		
2032-33	1,332	(133)	1,199		
2033-34	1,332	(133)	1,199		
2034-35	1,332	(133)	1,199		
2035-36	1,332	(133)	1,199		
2036-37	1,332	(133)	1,199		
2037-38	1,332	(133)	1,199		
2038-39	1,332	(133)	1,199		
2039-40	1,332	(133)	1,199		
2040-41	1,332	(133)	1,199		
2041-42	1,332	(133)	1,199		
2042-43	1,332	(133)	1,199		
2043-44	1,332	(133)	1,199		
2044-45	1,332	(133)	1,199		
2045-46	1,332	(133)	1,199		
2046-47	1,332	(133)	1,199		
2047-48	1,332	(133)	1,199		

(1) Increase in revenues in 20-21 is due to assessed value added from new homes sold or completed in 2019 totaling $43.4 M for Dunes Project and $47.8 M for Sea Haven, as offset for an estimated $26 million reduction in assessed value as a result of assessment appeals.

Source: Tax data from the Fiscal Consultant. Debt service data from the Underwriter.

THE DEVELOPMENTS

The Dunes Development

Information in this section entitled "THE DEVELOPMENTS—The Dunes Development," and in the next Section entitled "THE DEVELOPMENTS—The Dunes Developer" has been obtained from the Developer, and neither the Successor Agency nor the Underwriter can ensure, and do not ensure, its completeness or accuracy.

Overview. The Dunes is a 290 acre (358 gross acres inclusive of land dedicated to backbone infrastructure) master planned community, within a larger 420 acre Specific Plan area, known as University Villages, located in the former Fort Ord Army Base within the City. The Dunes forms the southern portion of City, and is bounded by Highway 1 on the west, California State University Monterey Bay (CSUMB) to the South, and links to the rest of the City to the North and East. The Dunes is planned to provide 1,237 residences (108 apartments and 1,129 for sale units, of which 248 units are designated as affordable units, and 62 as work-force homes); 1,510,000 square feet of office, retail, and multi-uses (including 83 mixed use

townhomes); 500 hotel rooms; 81-acres of public facilities and backbone roadways; and 42-acres of parks/open space and transit esplanade/multi-purpose corridor. See "THE DEVELOPMENTS—The Dunes Development – Development Program/Phasing" for a map showing the elements of the Dunes development.

The Dunes development is part of a larger Economic Development Conveyance (EDC) by the US Army/Department of Defense under the Base Realignment and Closure Act (BRAC) for the closure of the former Fort Ord. The property is intended for public-private partnership reuse and redevelopment under the jurisdiction of the Former Agency. The goal of the development is to eliminate blight, foster economic regeneration both locally and in the region, and generate new employment opportunities. Upon full buildout the project is anticipated to provide nearly 800 new construction jobs and 4,700 new permanent jobs. All site work, infrastructure and vertical construction is to be performed with prevailing wage labor.

Almost half of the blighted former military structures on the site have been removed. To date over 400,000 square feet of retail, restaurant and service uses, a 106 unit hotel, 332 single family homes, 108 affordable apartments, 203,000 square feet of medical office and clinic uses, and a 5 screen theater have been completed. The Dunes project is also the recipient of a highly competitive state program, being designated as a Sustainable Communities grant award winner in 2010.

Multiple Use/Urban Design. The Dunes is planned as a livable community that integrates housing, recreation, retail, and job opportunities in the overall community plan where regional shopping, casual shopping and dining, hospitality, employment, residential, and recreational uses converge. The Dunes includes pedestrian and bicycle friendly streets, open space connections, transit corridors, and vistas to important community monuments, such as civic uses. These urban design features link the different neighborhoods into a cohesive community; yet allow them to have variety in their makeup.

Village Center. A feature related to the Village Center site is the Imjin Parkway to Highway 1 interchange. With the access and visibility provided by this roadway enhances the Village Center's major regional serving and community retail components. This combination of regional retail, visitor serving, office/research and residential land uses will provide a mix of different land use types in a planned and integrated manner. A portion of the Village Center is designated as multi-use. This designation allows for greater flexibility and blending of land uses. A significant portion of this Village Center has been completed, with the Village Promenade and office portion of Phase 1 of the project remaining.

The beach boardwalk links the Village Square out to the Fort Ord Dunes State Beach, utilizing the 8th street overpass. This 'boardwalk" is envisioned to be highlighted with special landscaping, paving treatment, street furniture and lighting, all as a potential venue for public art and as a gathering space. Currently, the roadway to the State beach is open, and parking and trail improvements have been installed.

At the south east comer of 2nd Avenue and Imjin Parkway is a site that houses the Community Hospital of the Monterey Peninsula (CHOMP) facility, integrating medical services into the community. Directly to the south of this site, forming the eastern terminus of the Village Promenade is the site often referred to as Pine Hill. This multi-use site contains a Springhill Suites hotel. At the west end of the Promenade is a Cinemark Theater, providing a key entertainment venue.

Retail Nodes. There are two additional Retail/Service nodes planned within the Dunes. The first is located at the southwest comer of the southern employment center, along Second

Avenue near First Street. This location is intended to provide services to support the employment center, the neighborhood to the north and the CSUMB campus. The second Retail/Service node is planned at the corner of California Avenue and Imjin Parkway in the far northeastern corner of the site. This location will support the surrounding neighborhoods including Sea Haven, Cypress Knolls (currently undeveloped), and the neighborhoods to the north along California Avenue.

Office/Research and Development/Light Industrial. The proposed regional and destination components of the Village Center, along with the new housing create a significant amenity for future employers. Locating these job generating uses as part of the Village Center capitalizes on opportunities for employees to walk to lunchtime and after work amenities. The Office/Research and Development/Light Industrial land uses are located in such a way as to take advantage of both the Village Center, as well as direct linkages to the center of the CSUMB campus. The Office/Research and Development/Light Industrial uses are also located to take advantage of transit use, providing direct connections with TAMC and MST transit stops/stations. The intent of the Office/Research and Development/Light Industrial areas is to attract job opportunities to Marina to help replace those jobs lost with the closing of the Fort Ord military base.

Arts District. The proposed Arts District is envisioned as an opportunity within Marina to create a place where the arts, civic and educational activities and access to the beach can come together. This district, along with the Beach Boardwalk, Village Square and Village Promenade, is intended to enhance amenities within the Dunes.

Residential. The residential component offers a range of housing types, including single family houses, rental apartments, and condominiums and townhomes. This diversity in housing will in turn offer new homes with a wide range of housing choices and at varying price levels. The various home types are woven together within the neighborhood fabric, rather than individual separated housing tracts of specific lot configuration. The development pattern creates an urban, gridded community where pedestrians and bicyclists are comfortable utilizing easy access to all components of the community.

Parks, Open Space, Pedestrian and Bicycle Connections. The park and open space system for the Dunes is an integrated system with a wide variety of public access options. Recreational components within the community include two City of Marina Public Benefit Conveyance (PBC) parcels, linear parks, and a mix of small parks within neighborhoods. Access to the Ford Ord Dunes State Park will occur utilizing the 8th Street overpass.

The two large City parcels are centrally located to the Dunes as well as future CSUMB faculty and staff housing directly across 2nd Avenue. The PBC parcels were transferred from the Army with a deed restriction for recreation activity. Park planning is currently underway with anticipated development of the larger park coming with Phase 2 of the project.

Linking the community, a north/south Linear Park is proposed to begins at the Village Square and extends to the southern Office/Research and Development/Light Industrial area. Perpendicular to this runs another proposed linear park that links the Arts District through the community to CSUMB. A twelve foot wide multi-purpose trail included in both of these linear parks that link with the community and regional bicycle/pedestrian network.

Within the residential areas a series of smaller neighborhood parks are planned amenities to provide both urban relief and play areas.

Bicycle, multi-purpose trails, sidewalk and paseo connections within the community link the needihoods together and connect to the surrounding area. They form a network of off street multi-purpose trails and on-street bicycle lanes for access to the major community components.

Entitlements. The Dunes project was entitled by the City and the Former Agency in 2005 after an extensive public participation process, spanning nearly two years and 45 public meetings. The project was ultimately approved unanimously by the City's Design Review Board, the City's Planning Commission, and the City Council and by the Fort Ord Reuse Authority Board. Entitlements for the project approved in 2005, include the following:

- General Plan Amendment
- University Village Specific Plan
- EIR/FEIR
- Tentative Map – entire project site
- Site Plan and Architectural Review – Phase I
- Consistency Determination (by FORA)
- Disposition and Development Agreement (DDA)
- Development Agreement (DA)
- Memorandum of Agreement for Deconstruction/Demolition

Subsequent to these entitlements, further project approvals provided to the Developer or Shea Homes, include:

- Final Map – Phase IA – regional commercial
- Commercial Sign Regulations
- Final Maps – Phase IC – residential
- First Implementation Agreement
- Second Implementation Agreement
- Tax Increment Financing Agreement and Promissory Notes
- Below Market Rate Housing Agreement #1
- Below Market Rate Housing Agreement #2
- Site Plan and Architectural Design Review – Promenade
- Operating Agreement Clarifying and Modifying Certain Project Approvals

Given the extensive number of project entitlements granted in 2005 and subsequently, few development approvals are required for future project development, primarily, site and architectural design review.

Subsequent approvals granted to third-party developers of land within the Dunes include:

- Site Plan and Architectural Design Review – Shops at the Dunes - Retail
- Site Plan and Architectural Design Review – Marriott Springhill Suites
- Site Plan and Architectural Design Review – Community Hospital of Monterey Peninsula
- Site Plan and Architectural Design Review - William H. Gourley Veterans/DOD Clinic
- Site Plan and Architectural Design Review – Cinemark Theater
- Site Plan and Architectural Design Review – University Village Apartments

Environmental Conditions. The Dunes development is being undertaken on property located in the former Fort Ord Army base. The Dunes site was conveyed by the United States to

the Fort Ord Reuse Authority ("FORA"), which then conveyed the property to the Former Agency. The Former Agency transferred the property by quitclaim deed, dated September 21, 2006 (the "Quitclaim Deed"), to the Developer. Extensive environmental studies and remedial actions were taken with respect to the former Fort Ord property prior to its conveyance to FORA, and in May of 2003, a Finding of Suitability to Transfer (the "FOST") was delivered by the Director of Base Realignment and Closure, Hampton Field Office, wherein certain findings were documented.

The FOST referenced a Community Environmental Facilitation Act report which set forth the environmental condition of the Fort Ord property and the FOST set forth the United States (the "Government") determination of the suitability for transfer of the property from the Government to various parties, including to FORA. The FOST recognized that the Fort Ord Army base property was subject to a Fort Ord Federal Facility Agreement (the "FFA"), and found that "All remediation activities on the property required by the FFA are completed or in place and operating successfully…" However, the Government required that any deed conveying the former Army base property contain various provisions related to environmental matters. These provisions, some of which are described below, were included in the Quitclaim Deed.

Notice of Hazardous Substance Storage. In the Quitclaim Deed, the Government notified the Developer of the former storage, release or disposal of hazardous substances on the Dunes property, with items typically stored on the property identified in the FOST. The Quitclaim Deed states that: "The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. … no additional action is necessary under CERCLA [the Comprehensive Environmental Response Compensation and Liability Act of 1980] to protect human health and the environment."

Environmental Remediation. In the Quitclaim Deed, the Government notified the Developer of the storage, release, and disposal of hazardous substances on the Dunes property, and went on to provide that: "The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property," but the Government reserved the right, upon reasonable notice, to enter the property in any case in which a response or corrective action is found to be necessary; however, no such notice has ever been given by the Government to the Developer.

Notice of Presence of Asbestos. The Developer is informed in the Quitclaim Deed that several of the existing buildings on the property were determined to contain friable and non-friable asbestos that may pose a threat to human health. Pursuant to the Quitclaim Deed, the Government agreed to transfer the buildings and structures to the Developer, prior to remediation of asbestos hazards, in reliance upon the Developer's express representation and promise that the Developer would, prior to use or occupancy of said buildings, demolish the buildings or the portions thereof containing friable asbestos, disposing of asbestos contaminated material in accordance with applicable laws and regulations. The Developer has advised that it has removed the buildings located on the property in Phase 1 of the Dunes development and on the property designated for residential housing in Phase 2 of the Dunes development, aggregating approximately one-half of the 900 or so structures originally located on the Dunes property at the time it was conveyed to the Developer. The Developer expects to remove the remaining structures as it continues developing the Dunes property. In the Quitclaim Deed, the Developer agreed to indemnify and hold harmless the Army, the Former Agency, the City and their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any

manner predicated upon, future exposure to asbestos on any portion of the applicable parcels after the conveyance of the applicable parcels to the Developer. The Developer has represented that all of its building removal activities have been conducted in accordance with applicable laws and regulations.

Lead-Based Paint. In the Quitclaim Deed, the Developer is informed of and acknowledges that all buildings on the Dunes property at the time of conveyance of the property and which were constructed or rehabilitated prior to 1978 were presumed to contain lead-based paint. In the Quitclaim Deed, the Developer agreed that prior to permitting the occupancy of the applicable parcels where their use subsequent to sale is intended for residential habitation, the Developer will perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), and will conduct various specified activities in that regard. In complying with those requirements, the Developer covenanted and agreed to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the applicable parcels found to be necessary as a result of the subsequent use of the applicable parcels for residential purposes. See the preceding paragraph regarding the removal by the Developer of structures located on the Dunes property which removal effectively remediated lead-based paint issues arising from the buildings.

Pesticides. The Quitclaim Deed notified the Developer that pesticides may be present on the property conveyed to the Developer. The Quitclaim Deed represented that "To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the Government was in accordance with its intended purpose, and in accordance with CERCLA."

Notice of the Presence of Polychlorinated Biphenyls ("PCBS"). The Quitclaim Deed acknowledges that fluorescent light ballasts containing PCBs were present on the applicable parcels. The Government represented in the Quitclaim Deed that "… PCB containing equipment does not currently pose a threat to human health or the environment when managed properly. All PCB-containing equipment is presently in full compliance with applicable laws and regulations."

Contaminated Groundwater. The Quitclaim Deed acknowledges that the groundwater beneath certain portions of the property is contaminated with volatile organic compounds, primarily trichloroethylene. In the Quitclaim Deed, the Developer covenanted for itself, its successors, and assigns not to access or use groundwater underlying the property for any purpose. The Developer has also represented that the Dunes has received an allocation of water, through FORA to the City which, in turn, allocated water to the Dunes through development entitlements. Available water is provided by the Salinas Valley Groundwater Basin aquifers not impacted by contamination with volatile compounds. Water for the project is provided by the local Marina Coast Water District, and the allocation is sufficient for all of the planned development for the Dunes.

Potential for Presence of Ordnance and Explosives. The property conveyed pursuant to the Quitclaim Deed was primarily used by the Army for training purposes, and the Quitclaim Deed states that: "Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property." The Developer has agreed in the Quitclaim Deed that should it or any of its successors and assigns discover any ordnance on the property, they shall not attempt to remove or destroy it, but will immediately complete an Ordnance and Explosives Incident Reporting Form, and notify applicable police and Government representatives. The Developer has advised that, to date, it has not encountered any ordnance on the Dunes property.

Environmental Protection Agency Letter. In a letter dated March 31, 2003, the Chief of the Federal Facility and Site Cleanup Branch, Superfund Division of the United States Environmental Protection Agency Region IX (the "EPA") indicated that the EPA had received the FOST, and that all parcels identified within the FOST have either been cleaned up or identified as "uncontaminated" under CERCLA. The letter states that EPA has reviewed the FOST, including various related documents (collectively, the "Documents") and that: "Without independent investigation or verification of certain information contained in the Documentation, the [signatory to the letter] concurs, to the extent set forth below, with the Army's determination that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the parcels has been taken." The letter goes on to state that: "The concurrence shall not be construed in any manner inconsistent with any obligation, right or authority existing under the Fort Ord Federal Facility Agreement, and all amendments thereto, entered into by EPA, the State of California and the Army. The undersigned expressly reserves all rights and authorities relating to information not contained in the Documentation, whether such information is known as of this date, or is discovered in the future." The letter concludes that: "… EPA concurs that the [parcels identified in the FOST] are suitable for transfer for the intended reuse, given the environmental restrictions identified."

Responsibility for Future Environmental Actions. Under CERCLA, the United States would be liable for the remediation of any environmental contamination that may be found in any land transferred to the Developer, except for any asbestos or lead-based paint in buildings on land so transferred the remediation of which is the responsibility of the Developer.

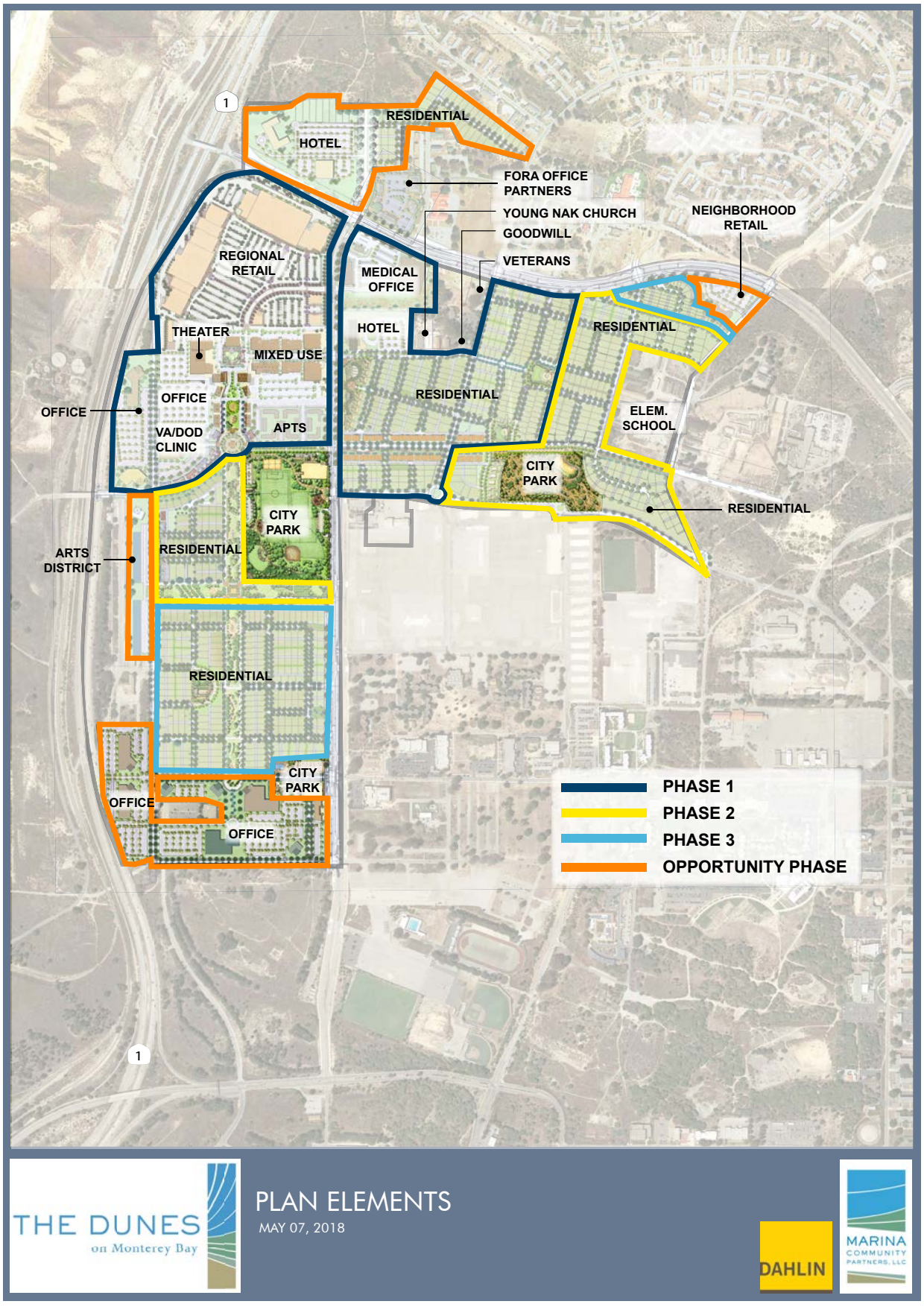
Environmental Insurance. In connection with a risk analysis undertaken by FORA prior to the conveyance of former Fort Ord Army Base property to FORA, especially as it related to possible unexploded ordinance on the property, FORA obtained a pollution legal liability insurance policy. The policy was for a ten year term which expired in 2014, and was replaced with a new policy that came into effect on December 31, 2014 and extends to December 31, 2024. The current policy provided by Chubb Custom Insurance Company is a claims-made policy with an aggregate limit of $50,000,000 and a deductible of $500,000, that insures against preexisting and new pollution incidents at various sites within the Fort Ord property. The policy has various exclusions, including liability arising from asbestos, lead based-paint, and ground water contamination. The City is a named insured under the policy with respect to certain of the property located in the City, with an aggregate policy limit of $1,000,000 and a $500,000 deductible, with the coverage reflecting the fact that the portions of the former Fort Ord Army Base in the City were not those where unexploded ordinance was likely to be discovered. The Developer also purchased a separate pollution liability policy in respect of its operations in the City, that also was a claims-made policy, but that policy has expired.

According to FORA and the City, no claims have ever been filed under the prior or current pollution liability policy obtain by FORA. The Developer reports that it never made any claim under the pollution liability policy obtained by it. If a claim is ever filed and honored under the current FORA policy (which includes coverage for the City described above), the proceeds are in no way pledged to the payment of the Bonds, and would be expected to be used to cover costs related to the insured event.

Development Program/Phasing. At entitled in 2005, the DDA contemplated development of the Dunes generally as anticipated as follows:

Phase	Residential	Commercial	Parks/Open Space
Phase 1	• 332 SFD Homes • 108 Unit Affordable Housing Rental Complex • 81 Townhome/condo/ live work units within mixed use Promenade	• 408,000 sf retail • 269,000 sf office/business park • 196 hotel rooms • 150,000 sf Village Center/Promenade commercial	• Village Square • Village Center linear Park • 9th Street Corridor/ Roundabout Multi-use trail • Residential Parks
Phase 2	• 360 units, SFD • 140 affordable SFD	• 2,000 sf retail • 294 hotel rooms	• Large City park • Small City park • Linear parks • 9th Street Multi-use trail • Residential parks
Phase 3	• 214 units, SFD	• 23,000 sf retail • 399,000 sf office/business park	• Small City park • Linear parks

The Dunes project is anticipated to be developed in multiple phases (See next page for a phasing map of the project).


1
RESIDENTIAL
HOTEL
FORA OFFICE PARTNERS
YOUNG NAK CHURCH
GOODWILL
VETERANS
NEIGHBORHOOD RETAIL
REGIONAL RETAIL
MEDICAL OFFICE
HOTEL
RESIDENTIAL
THEATER
MIXED USE
OFFICE
OFFICE
VA/DOD CLINIC
APTS
RESIDENTIAL
ELEM. SCHOOL
CITY PARK
RESIDENTIAL
CITY PARK
ARTS DISTRICT
RESIDENTIAL
RESIDENTIAL
CITY PARK
OFFICE
OFFICE
1
PHASE 1
PHASE 2
PHASE 3
OPPORTUNITY PHASE
THE DUNES
on Monterey Bay
PLAN ELEMENTS
MAY 07, 2018
DAHLIN
MARINA COMMUNITY PARTNERS, LLC

Conveyance of the property to the Developer is provided for in the DDA, and anticipates three primary conveyances with the opportunity for the Developer to acquire several smaller sites within each phase should market opportunities for development of the sites occur. The purchase price was originally $48 million for all three phases plus profit participation payments should the Developer achieve certain thresholds of return. The purchase price was adjusted to $43 million in accordance with amendments to the DDA made by the Second Implementation Agreement, which also included the Former Agency Obligation. In addition, this subsequent agreement required the Developer to lower its return threshold for sharing of land development profits, with the Developer sharing 50% of these profits above the threshold with the City/Successor Agency.

To date, the Developer has acquired the Phase 1 property from the City consisting of approximately 149 acres, at a land purchase price of $6 million. The Developer anticipates the purchase of Phase 2 property from the City in 2020.

Development/Construction Completed to Date. To date, significant portions of Phase 1 have been completed as described below.

Residential:

- 108 unit Low/Very Low Affordable Housing Apartment Complex
- 332 single family homes constructed by Shea Homes

Commercial:

- 368,000 sf regional retail center anchored by Target
- 40,000 sf retail Shops at the Dunes, neighborhood quick serve restaurant/service commercial
- 106 room Springhill Suites
- 5 screen Cinemark Theater
- 140,000 sf VA/DOD regional health clinic
- 63,000 Community Hospital of Monterey Peninsula (now Montage Health) medical and wellness center facility

Public Parks/open space

- 9th Street Multi-modal corridor and roundabout (west)
- Village Square
- Residential parks A, J, K

Public/Private Streets

- 39.88 acres of streets - 9th Street, General Stillwell Drive, 3rd Avenue, 8th Street, 10th Street, residential streets, commercial access ways

Future Development.

Near Term Improvements. The Dunes project is progressing with the key components for the buildout of the remainder of Phase 1. First, there is market analysis, financial modeling, and site and architectural planning underway for the Promenade. This is anticipated to be a mixed-use development, combining 83 or more townhome/condominium units, including live/work townhomes, and approximately 53,000 square feet of commercial space. It is

anticipated that sire and architectural review plans will be submitted in 2020 and site preparation work to begin by the end of 2020, with completion of residential and commercial buildings in 2022. Shea Homes is anticipated to build out the residential, whereas, the commercial pads would be sold and built by retail developers and specialty grocer.

The next component of development to complete Phase 1 is the office and related uses west of the theater, encompassing nearly 6.7 acres, including the brick building. These parcels are being promoted for office, but also for potential assisted living/memory care facilities. The Developer is currently negotiating with several parties for sale and development of this site. It is anticipated this property to be sold to third-party developers in late 2020 and be completed by 2022.

Additionally, the opportunity sites 1A and 1B (formerly known as CDEC hill in Fort Ord) are being planned for two hotels, a service station, and residential and uses, with marketing studies and financial modeling completed. The Developer has chosen a preferred hotel developer, and is currently in negotiations for sale of the hotel properties. Solicitation for developers for the service station is set to begin soon, with negotiations for purchase and sale of that parcel in summer of 2020. The residential is currently being planned and already has tentative map approval from previous entitlements. Hotel development is anticipated to begin in 2021 and be completed by 2023. Demolition of the remaining military barrack structures from the project site is currently underway and should be complete by the end of June 2020.

Finally, park planning for the large City park is also underway, with preliminary park plans developed in 2019, , final plans in 2020, and improvements to begin late 2020, early 2021. Development of this park would also include a historical element, with preservation of a military barrack as a museum of Fort Ord. Site development on this parcel would also remove a significant portion of the remaining military barrack structures.

Future Phase Improvements. The Developer has received necessary clarifications and modifications to the previous approvals to allow for the development of Phase 2 and Phase 3. The Developer has submitted a tentative subdivision map for Phase 2, engaging in land use, architectural, marketing and engineering studies to map out residential and commercial uses. The goal of the project is to continue development of Phase 2 residential and commercial parcels without a lag from the completion of Phase 1 development. Subdivision map approval is anticipated in May 2020, with final map and improvement plans in September, with backbone infrastructure starting in October, and residential construction in early 2021.

As Phase 2 development progresses, the Developer will then engage in Phase 3 planning and promotion, again, with the expectation of continuing the momentum from Phase 2 without lag into Phase 3.

The Dunes Developer

The Dunes on Monterey Bay (the Dunes project) is being developed by Marina Community Partners, LLC (referred to in this Official Statement as the "Developer"), a land development partnership of three entities: Shea Homes Limited Partnership, Shea Properties, and, formerly, Centex Homes, a subsidiary of Pulte Group that was a partner in the LLC, but left the partnership in 2019. A limited liability corporation was formed to create a land development company, titled Marina Community Partners, LLC. Each member of the Developer limited liability partnership has a 33 1/3% interest in the Developer. The Developer's primary responsibility is the promotion of the Dunes project. Shea Homes is the managing partner of the Developer, specifically, operating with offices located in the City, and

through oversight of Shea Homes Northern California Division, in Livermore, California. The Developer was formed in 2005, and is a registered Delaware limited liability company.

The purpose of the Developer is to acquire the project property from the City to promote and develop the underlying property of the Dunes project master plan for sale to Developer members or other third-party developers for vertical construction and use. Investment in the Dunes project to date has come from internal funds from each of the three Developer parties. These sources have funded entitlements, backbone infrastructure, and vertical improvements for both residential and commercial uses. Other sources of funding have come from third party developers who have purchased commercial and multi-family residential pads and constructed the vertical retail, office, and residential improvements. Funding for improvements in future project phases are anticipated to come from similar sources.

Shea Homes Limited Partnership is an affiliated company to J.F. Shea Co. Inc.. Both companies are headquartered in Walnut, California, near Los Angeles, California, and are privately held. J.F. Shea Co. Inc. was established in 1881, focuses on heavy construction projects, and is credited with participation in construction of the Golden Gate Bridge, the Hoover Dam, and portions of the Bay Area Rapid Transit System (BART). Shea Homes has multiple divisions including both single family and active adult focused homebuilding operations in states including California, Arizona, Colorado, Texas and North Carolina. Other affiliated businesses include Shea Mortgage and Shea Properties.

Today, Shea Homes operates in many states throughout the U.S., including California, Colorado, Nevada, Arizona, Washington, Virginia, North Carolina, Florida, and Texas. Recently, Shea Homes celebrated its 100,000th closing. Shea Homes is the 13th largest home builder, as rated by closings in 2017. The Dunes project is managed locally, and out of the Livermore, California, office of Shea Homes, Northern California Division. Currently Shea Homes Northern California has 14 active residential and/or master planned communities under development throughout northern California.

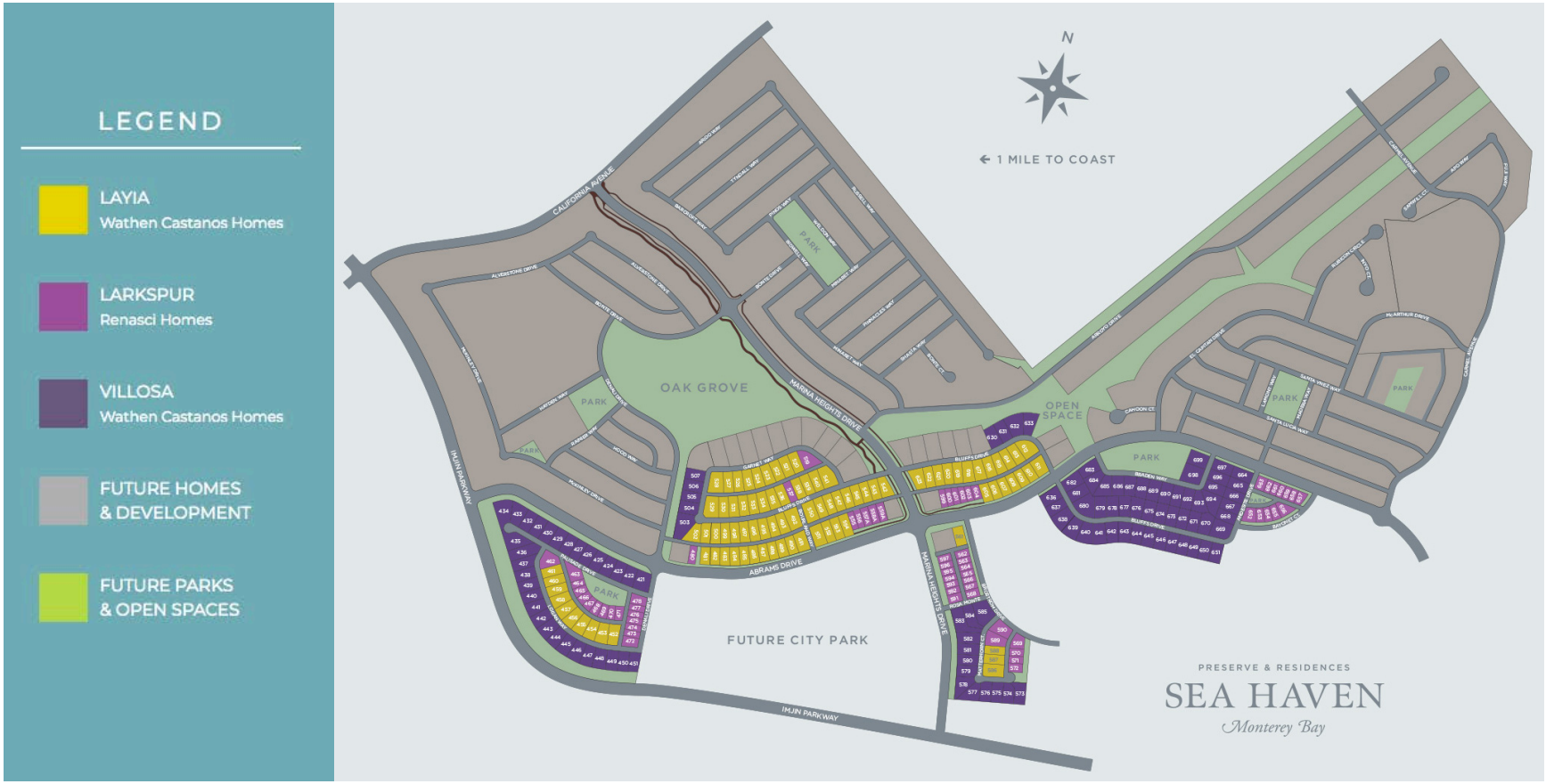
Shea Properties is an affiliated entity of JF SheaCo. Inc., is headquartered in Aliso Viejo, California, and is a diversified real estate company responsible for the acquisition, design, development, construction, leasing, and management of business parks, shopping centers, apartment communities and mixed-use environments. Shea Properties currently owns and operates more than 8,100 apartment units and 4.9 million square feet of office, industrial and retail space in California, Colorado and Washington, Shea Properties participates in the Dunes project through its northern and southern California offices.

The Sea Haven Development

Overview. Sea Haven, formerly known as Marina Heights, is a 248 acre development located in the northern portion of the former Fort Ord Army Base within the City. Sea Haven is planned to provide a total of 1,050 residential housing units to be constructed in several phases. It is expected that the development will include 102 town homes dispersed throughout the site. 51 of the town homes will be affordable to below market rate households (households with incomes between 120% and 150% of median income) and 51 of the town homes will be affordable to moderate income households (households with incomes at or below 120% of median income). The development will also include 188 cottage homes ranging in size from 950 square feet to 1,700 square feet. 23 of the cottage homes will be affordable to below market rate households and 85 of the cottage homes will be sold at a restricted price. Additionally, based on the current mapping for Sea Haven, upon completion of construction there will be 336 single family homes on 5,000 square foot lots and 339 single family homes on 6,000 square foot lots. The project also currently includes 85 single family estate homes on quarter to half acre sites.

The total number of lots is not expected to change, but the mix of estate homes, and homes on 5,000 and 6,000 square foot lots may change upon final mapping for Sea Haven.

The next page contains a site plan for the Sea Haven Development, with the units for the first phase shown in color.


LEGEND
LAYIA
Wathen Castanos Homes
LARKSPUR
Renasci Homes
VILLOSA
Wathen Castanos Homes
FUTURE HOMES
& DEVELOPMENT
FUTURE PARKS
& OPEN SPACES
N
← 1 MILE TO COAST
CALIFORNIA AVENUE
OAK GROVE
MARINA HEIGHTS DRIVE
OPEN SPACE
ABRAMS DRIVE
IMJIN PARKWAY
FUTURE CITY PARK
PARK
PRESERVE & RESIDENCES
SEA HAVEN
Monterey Bay

History. Cypress Marina Heights, LLC ("Cypress Marina"), the original developer of the Sea Haven development, made an application to the City for the Marina Heights Specific Plan in October of 2002. The Former Agency, the City and Cypress Marina entered into an Option Agreement dated November 14, 2002 (the "Option Agreement"). The Option Agreement provided the developer with the option to acquire from the Former Agency the 248-acre site. The Environmental Impact Report for the development was certified by the City in 2003. The City Council approved General Plan amendments, a Specific Plan, a Tentative Map, Zoning Ordinance Text and Map amendments, and a Development Agreement for the Sea Haven development on March 3, 2004. The City and the Developer subsequently entered into a Final Development Agreement, dated March 20, 2004 (the "Development Agreement"). The Development Agreement requires that some of the homes to be constructed in Sea Haven be affordable to households with varying incomes, as described in the first paragraph under the heading "THE DUNES AND SEA HAVEN DEVELOPMENTS – The Sea Haven Development" above.

Between July of 2017 and April of 2018, Cypress Marina sold a total of 204 of the 1,050 lots in Sea Haven to Wathen Castanos Peterson Homes, Inc. ("Wathen") on a draw down basis. Subsequently, Cypress Marina and Wathen entered into two Partial Assignment and Assumption Agreements, each dated as of April 12, 2018 (collectively, the "Assignment Agreements"), pursuant to which Cypress Marina assigned various of its rights and obligations under the Option Agreement and under the Development Agreement to Wathen. Cypress Marina retained the obligation to complete infrastructure improvements related to 63 lots, as well as the obligation to complete various common area improvements, including pocket parks and walkways, in the first phase of the Sea Haven development. Cypress Marina also retained certain project oversight responsibilities and a profit participation obligation under the Option Agreement.

On April 13, 2018, and in furtherance of the Assignment Agreements, Cypress Marina sold its then interests in Sea Haven to Wathen, except for 63 lots (some of which had been sold to homeowners), and the other rights and obligations it retained under the Assignment Agreements.

Entitlements. The following permits and approvals have been granted by the City to Cypress Marina for the Sea Haven development:

General Plan Amendment approved by the City Council by Resolution 2004-24,

Specific Plan approved by the City Council by Resolution 2004-43,

Zone Map amendment approved by the City Council by Ordinance No. 2004-05,

Zone Text amendment approved by the City Council by Ordinance No. 2004-05,

Tentative Tract Map No. 1478 approved by the City Council by Resolution No. 2004-44,

Development Agreement approved by the City Council by Ordinance No. 2004-06,

Resolution No. 2006-56 of the City Council approving Phase 1 Final Map and a Subdivision Improvement Agreement,

Resolution No. 2006-225 of the City Council approving the Affordable Housing Program for the Marina Heights Subdivision,

Resolution No. 2006-228 of the City Council approving a Phase 2 Final Map and a Subdivision Improvement Agreement for the first 299 residential units,

Implementation Agreement Regarding that Certain Option Agreement, dated October 11, 2007, by and among the Former Agency, the City and Cypress Marina Heights L.P. relating to the Development Agreement for the Maria Heights Project,

Resolution No. 2016-23 of the City Council issuing a Notice of Compliance by Cypress Marina Heights L.P. relating to the Development Agreement,

Resolution No. 2016-24 of the City Council approving designating Wathen Castanos Homes as an Approved Builder under the Marina Heights Option Agreement,

Resolution No. 2016-84 of the City Council consenting to a Partial Assignment and Assumption Agreement for the Marina Heights Development Agreement from Cypress Marina to WC Marina L.L.C. and a Partial Assignment and Assumption Agreement for the Marina Heights Option Agreement from Cypress Marina to WC Marina LLC, and

Resolution No. 2017-1 of the City Council acting on behalf of the City and the Successor Agency approving designating Granville Homes and/or Valley Coastal Development, LLC as a Pre-Approved Homebuilder pursuant to the Marina Heights Option Agreement.

On June 19, 2018, the City Council conducted a first reading of an ordinance approving a First Amendment to Development Agreement by and between the City and Wathen, and the City Council, acting as the Governing Board of the Successor Agency, adopted a Resolution approving a third amendment to the Option Agreement.

It is expected that the City Council will, at a subsequent City Council meeting, conduct a second reading of, and adopt, the Ordinance approving the amendment to the Development Agreement.

The amendment to the Development Agreement extends the term of the Development Agreement to November 30, 2030, provides flexibility with respect to the production of the "Below Market Rate Homes" required to be constructed in Sea Haven, and allows for the City to both: (i) levy an impact fee (or establish a financing district to include property in Sea Haven) to replace fees charged by FORA upon FORA's dissolution (see "SUCCESSOR AGENCY OBLIGATIONS — Pass Through Obligations" in the Fiscal Consultant's Report in Appendix G), and (ii) increase existing fees and charges and institute additional fees and charges applicable to the undeveloped lots in Sea Haven beginning after November 29, 2018 (which was the original termination date of the Development Agreement). Wathen also is obligated by charges to the Development Agreement by reason of the amendment to design, construct and provide for maintenance of a park. The amendment to the Option Agreement eliminated the need for Successor Agency and City approval of entities that may develop lots in Sea Haven and certain constraints on the number of homes that could be developed in any particular year.

Development. Demolition of existing buildings on the project site began in August of 2005, and as of January 1, 2007, 164 of the 210 buildings had been demolished. The Former Agency transferred the development site to Cypress Marina in 2006. Grading and infrastructure improvements were completed in 2007. Demolition of all existing buildings was complete in Summer of 2016.

Development of Sea Haven was delayed as a result of a variety of factors, including litigation and the recession. After settlement of litigation that delayed the project for eighteen months, Cypress Marina began construction of the major roads and utilities for the project in 2006. However, as a result of economic conditions that beginning in 2007 weakened the

housing market and then the recession of 2008, development ceased in 2007. Since 2007 Cypress Marina has made efforts to proceed with the development of the project but was unable to attract homebuilders willing to commence construction of the homes until 2016.

The first development of homes in Sea Haven began by Wathen (the Layia and Villosa neighborhood) following its first purchase of lots from Cypress Marina in July of 2017, and by Renasci Homes, an entity engaged by Cypress Marina to build homes on the lots it retained ownership of upon sale of the other Sea Haven lots to Wathen (the Larkspur neighborhood). To date, the City has issued a total of 150 building permits for homes in Sea Haven, and has issued certificates of occupancy for 62 of those homes. The completed homes are currently priced from the mid $600,000s to the low $800,000s.

Of the 63 lots retained by Cypress Marina, Cypress Marina reports that the construction of homes is underway on the lots by Renasci Homes, with, as of June 21, 2018, 15 homes completed and sold to homebuyers, 5 additional homes (including 3 model homes) completed, 22 homes under construction and the remaining homes expected to be completed by the second quarter of 2019. Wathen reports that it sold 15 completed homes to homebuyers in 2017 and another 41 in 2018, and that it expects to close on an additional 36 homes by the end of 2018. Wathen is currently mapping all remaining phases of the Sea Haven development, with buildout currently projected to be within 7-10 years. Both Cypress Marina and Wathen finance their activities with a combination of bank loans and internally generated funds. No assurance can be given regarding the future development of lots and sales of homes in Sea Haven. See "RISK FACTORS—Risks to Real Estate Market," "– Development Risks" and "– Future Land Use Regulations and Growth Control Initiatives."

The Sea Haven Developer

Wathen Castanos Peterson Homes, Inc. (referred to in this Official Statement as "Wathen") is a third generation, green homebuilder that started operations in 1983 as Heritage Homes, Inc. In 1986 the company came under the ownership of three partners: Kevin Castanos, Richard Wathen and Robert Mazmanian. In 1994 the company adopted the name Wathen-Castanos. Under the name Wathen Castanos Hybrid Homes (adopted in 2009), the company focused on the importance of green homes as a core strategy and has built over 4,500 homes in Central California. The geographic areas focused on by Wathen are the greater Central Coast of California, including the Fresno, Clovis, Tulare, Hanford, Visalia and Lemoore metropolitan markets. Wathen has planned, developed and built out several communities, including an award-winning master planned community, Harlan Ranch, that was comprised of 400 acres and 1,800 units.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

Limited Source of Funds to Repay Bonds

The Bonds are payable from the Available LMIHF Funds, which are derived solely from increases in the property tax revenues arising from the Dunes development and the Sea Haven development. See "SECURITY FOR THE BONDS" and "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREA." Reductions in the assessed value of the property in the Dunes development or the Sea Haven development would result in a reduction in the Available LMIHF Funds, and could result in a failure of the Successor Agency to make timely payment of the debt service due on the Bonds. See "RISK FACTORS—Reduction in Taxable Value." The Successor Agency expects to issue Parity Debt secured by the pledge of the Available LMIHF Funds under the Indenture as assessed values of the property in the Dunes and Sea Haven developments increases, as a consequence of further development of the Dunes and Sea Haven projects. See "FINANCING PLAN—The Housing Note" and "SECURITY FOR THE BONDS—Parity Debt."

Recognized Obligation Payment Schedule

The Dissolution Act provides that only those payments listed in a Recognized Obligation Payment Schedule may be made by a successor agency from the funds specified in the Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Dissolution Act, on or before each February 1 commencing February 1, 2016, the Successor Agency shall submit to the Oversight Board and the DOF, a Recognized Obligation Payment Schedule unless, at the option of the Successor Agency and subject to DOF approval and satisfaction of certain other conditions, a Last and Final Recognized Obligation Payment Schedule is filed by the Successor Agency and is approved by the DOF in which event no such periodic filing requirements apply. In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, for each annual period, the Dissolution Act requires each successor agency to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Consequently, in instances where a Last and Final Recognized Obligation Payment Schedule is not filed, Available LMIHF Funds will not be withdrawn from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller and remitted to the Successor Agency without a duly approved and effective Recognized Obligation Payment Schedule to pay debt service on the Bonds and to pay other enforceable obligations for each applicable annual period. In the event the Successor Agency were to fail to file a Recognized Obligation Payment Schedule as required, the availability of Available LMIHF Funds to the Successor Agency could be adversely affected for such period. See "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules." The Successor Agency has indicated that it has no current plans to file a Last and Final Recognized Obligation Payment Schedule. See last paragraph under "THE DISSOLUTION ACT—Recognized Obligation Payment Schedules – Submission of Recognized Obligation Payment Schedule."

In instances where a Last and Final Recognized Obligation Payment Schedule is not filed, if a successor agency does not submit a Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the DOF may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller is then required to distribute the portion of any of the sums withheld as described above to the affected taxing entities in accordance with applicable provisions of the Dissolution Act upon notice by the DOF that a portion of the

withheld balances are in excess of the amount of enforceable obligations. Although the Successor Agency currently has no plans to file a Last and Final Recognized Obligation Payment Schedule nothing in the Indenture prevents it from doing so in the future.

For a description of the covenant made by the Successor Agency in the Indenture relating to the obligation to submit Recognized Obligation Payment Schedules on a timely basis, see "SECURITY FOR THE BONDS—Recognized Obligation Payment Schedules."

AB 1484 also added provisions to the Dissolution Act implementing certain penalties in the event a successor agency does not timely submit a Recognized Obligation Payment Schedule as required. Specifically, an oversight board approved Recognized Obligation Payment Schedule must be submitted by the successor agency to the county auditor-controller and the DOF, no later than each February 1 for the subsequent annual period. If a successor agency does not submit a Recognized Obligation Payment Schedule by such deadlines, the city or county that established the redevelopment agency will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, a successor agency's administrative cost allowance is reduced by 25% if the successor agency does not submit an oversight board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline, with respect to the Recognized Obligation Payment Schedule for the subsequent annual period.

Challenges to Dissolution Act

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., California Health and Safety Code sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, §10, cl.1; Cal. Const. art. 1, §9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora's constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora's takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment, however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging

the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency's ability to timely pay debt service on the Bonds.

Reduction in Taxable Value

Available LMIHF Funds allocated to the Redevelopment Property Tax Trust Fund and thereby available to pay principal of and interest on the Bonds are determined by the amount of incremental taxable value in the Dunes and Sea Haven developments and the current rate or rates at which property in the Dunes and Sea Haven developments is taxed. The reduction of taxable values of property in the Dunes development or the Sea Haven development caused by economic factors beyond the Successor Agency's control, such as sale of property to a non-profit corporation or governmental entity exempt from property taxation, or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Available LMIHF Funds available to pay debt service on the Bonds. Such reduction of Available LMIHF Funds to pay debt service on the Bonds could have an adverse effect on the Successor Agency's ability to make timely payments of principal of and interest on the Bonds; this risk could be increased by the significant concentration of property ownership in the Redevelopment Project. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Largest Taxpayers."

As described in greater detail under the heading "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution," Article XIIIA provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a two percent increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the Bonds with respect to properties in the Dunes or Sea Haven developments could reduce the Available LMIHF Funds available to pay debt service on the Bonds.

In addition to the other limitations on, and required application under the Dissolution Act of Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and thereby the Available LMIHF Funds. Although the federal and State Constitutions include clauses generally prohibiting the Legislature's impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Tax Revenues and adversely affect the source of repayment and security of the Bonds.

Limitations on Remedies

The enforceability of the rights and remedies of the owners of the Bonds and the obligations of the Successor Agency may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; equitable principles which may limit the specific enforcement under state law of certain remedies: the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of

the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Bond Owners.

Risks to Real Estate Market

The Successor Agency's ability to make payments on the Bonds will be dependent upon the economic strength of the property in the Dunes and the Sea Haven developments. The general economy of the property in the Dunes and the Sea Haven developments will be subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development within the Dunes and Sea Haven developments could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development. In addition, if there is a significant decline in the general economy of the City, the owners of property within the Dunes and Sea Haven developments may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Tax Revenues by the Successor Agency, and thereby the Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage" for a description of the projected debt service coverage on the Bonds.

Concentration of Property Ownership

Based on fiscal year 2017-18 assessed taxable valuations, the Developer and related entities represent 23.1%, and the top ten taxable property owners in the Dunes and Sea Haven developments represent 69.3% of the total fiscal year 2017-18 assessed value. A default by any such taxpayer in the payment of its property taxes could materially and adversely affect the ability of the Successor Agency to pay debt service on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Largest Taxpayers."

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. See "PROPERTY TAXATION IN CALIFORNIA – Article XIIIA of the State Constitution." The Successor Agency is unable to predict if any further adjustments to the full cash value base of real property within the Redevelopment Projects, whether an increase or a reduction, will be realized in the future.

Development Risks

The general economy of a redevelopment project will be subject to all the risks generally associated with real estate development. Projected development may be subject to unexpected delays, disruptions and changes. Real estate development operations may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development operations within a redevelopment project could be adversely affected by future governmental policies, including governmental policies to restrict or control development. If projected development in a redevelopment project is delayed or halted, the economy of the redevelopment project could be affected. If such events lead to a decline in assessed values they could cause a reduction in incremental property tax revenues.

A decline in development activity in the Dunes development or the Sea Haven development may not, in themselves, adversely impact the Successor Agency's ability to pay debt service on the Bonds in light of the debt service coverage provided by fiscal year 2017-18 Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Future Land Use Regulations and Growth Control Initiatives

In the past, citizens of a number of local communities in California have placed measures on the ballot designed to limit the issuance of building permits or impose other restrictions to control the rate of future growth in those areas. It is possible that future initiatives could be enacted that could be applicable to the City and have a negative impact on the ability of developers in the Redevelopment Project to complete any existing or proposed development. Bond Owners should assume that any event that significantly affects the ability to develop land in the City could cause the land values within the Redevelopment Project to decrease substantially and could affect the willingness and ability of the owners of land within the Redevelopment Project to pay property taxes when due.

There can be no assurance that land development within the Dunes and Sea Haven developments will not be adversely affected by future governmental policies, including, but not limited to, government policies to restrict or control development. Under current State law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on the permits prior to the adoption of such regulations.

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the Dunes or Sea Haven developments and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Available LMIHF Funds. The Successor Agency has in the past experienced reductions in its tax increment revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a discussion of historical assessment appeals in the Dunes or Sea Haven developments and summary information regarding pending and resolved assessment appeals for the Successor Agency, see "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED

PROJECT AREAS—Assessment Appeals" and Section 5 of the Fiscal Consultant's Report in APPENDIX G.

The Developer and related parties, and one other of the top ten largest property taxpayers in the Dunes development, have pending property tax appeals. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Assessment Appeals" for a description of pending appeals and the potential impact on Available LMIHF Funds if the appeals are granted.

Levy and Collection of Taxes

The Successor Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Available LMIHF Funds used to pay debt service on the Bonds.

Delinquencies in the payment of property taxes by the owners of land in the Dunes development or the Sea Haven development, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Successor Agency's ability to make timely payments on the Bonds.

Bankruptcy and Foreclosure

The payment of the property taxes from which the Available LMIHF Funds are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Although such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, the Successor Agency believes any such adverse impact is unlikely in light of the debt service coverage provided by fiscal year 2017-18 Available LMIHF Funds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage" for a description of the debt service coverage on the Bonds.

Estimated Revenues

In estimating that Available LMIHF Funds will be sufficient to pay debt service on the Bonds, the Fiscal Consultant has made certain assumptions with regard to present and future assessed valuation in the Dunes and Sea Haven developments, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Available LMIHF Funds available to pay debt service on the Bonds will be less than those projected and such reduced revenues may be insufficient to provide for the payment of principal of and interest on the Bonds. See "THE DUNES AND SEA HAVEN PORTIONS OF THE MERGED PROJECT AREAS—Projected Available LMIHF Funds and Estimated Debt Service Coverage."

Seismic Factors and Flooding

The occurrence of severe seismic activity and/or flooding in the Dunes development or the Sea Haven development could result in substantial damage to property located in the Dunes development or the Sea Haven development, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction could result in a decrease in Available LMIHF Funds.

The San Andreas Fault runs through the southeastern portion of the County for approximately 30 miles and poses the single greatest seismic risk to the City. Two other active faults include the Palo Colorado-San Gregorio Fault zone and the Monterey Bay Fault zone, which lies seaward of the City extending northwesterly to the Pacific Ocean. The western boundary of the City is located on the Pacific Ocean and the City is at risk of tsunami inundation along the shoreline and in the Salinas River flood plain to the north of the City; however, neither the Dunes development nor the Sea Haven development is located in any Federal Emergency Management Agency flood zone.

See also "RISK FACTORS—Concentration of Property Ownership."

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels in the Dunes development or the Sea Haven development would be the discovery of a hazardous substance that would limit the beneficial use of the property. In general, the owners and operators of an assessed parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as CERCLA or the Superfund Act, is the most well known and widely applicable of these laws but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition on the property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the assessed parcels be affected by a hazardous substance would be to reduce the marketability and value of the parcel by the costs of remedying the condition, since the purchaser, upon becoming owner, will become obligated, along with the seller, to remedy the condition.

The Dunes development and the Sea Haven development are being constructed on portions of the former Fort Ord Army base. See "THE DEVELOPMENTS—The Dunes Development – Environmental Conditions" for extensive disclosures regarding certain environmental factors related to the Dunes property, and related investigations and remedial efforts.

Covid-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the State of California and local governmental agencies within the State, as well as the entire United States. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United

States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

The COVID-19 Pandemic has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools. The United States is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

On March 4, 2020, the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19. Under the California Emergency Services Act, during a state of emergency, the Governor has authority over all agencies of the state government and can exercise the State's police powers. His powers also include the power to promulgate, issue, and enforce orders and regulations as he deems necessary.

Since declaring the emergency, the Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include his March 19, 2020 Executive Order N-33-20, which orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of certain critical infrastructure sectors, as described in that order and later designations. On _____, 2020, the County declared a local public health emergency and issued a series of orders, which generally align, among other matters, with the Governor's order. These actions are focused on "social distancing," or limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and impacts enterprise operations and the economy. The shelter in place orders from the State and the County are ongoing and are expected to continue to be enforced until the threat to public health from the COVID-19 pandemic can be adequately managed.

The Governor issued Executive Orders N-29-20 and N-35-20 relaxing state and local agency open meeting laws to accommodate social distancing. The Successor Agency has held recent meetings of its Board of Directors remotely, unhindered by the COVID-19 Pandemic. The Successor Agency's employees, constituting City employees, and its consultants, have continued to work remotely, leveraging available technology to continue operations. The City does not expect its business operations related to the Successor Agency to be materially curtailed; however, the Successor Agency offers no assurances that Board member or employee absences due to COVID-19 illnesses will not materially and adversely impact its operations.

At present all construction activities in the City, other than with respect to projects 100% of the units in which are to be rented to low income persons and families, have been suspended by order of the County's Public Health Officer. The foregoing includes the suspension of construction activity within The Dunes development. No prediction can be made as to when the suspension of construction activities will be lifted.

Future property taxes, and therefore Available LMIHF Funds to the Successor Agency could be impacted. The initial impact could occur because upcoming property tax installments could be deferred, or some taxpayers may be unable to make their property tax payments. Through _____, 2020, the County reports it has received _____ percent of the 2019-20 property tax levy, which results in a delinquency rate of approximately _____ percent. The value of property on the 2020-21 and future tax rolls could be reduced, which will not be known until the tax roll is released sometime in late July of 2020. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes and therefore Available LMIHF Funds.

Changes in the Law

There can be no assurance that the California electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of the Available LMIHF Funds to pay debt service on the Bonds.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Successor Agency in violation of its covenants in the Indenture.

In addition, current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation by, for example, changing the current exclusion or deduction rules to limit the aggregate amount of interest on state and local government bonds that may be treated as tax exempt by individuals.

Should such an event of taxability occur, the Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Finally, the Successor Agency does not intend to make an application for the assignment of a rating for the Bonds, which may further limit a secondary market for the Bonds. See "NO RATING."

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Successor Agency has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Successor Agency's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Successor Agency with respect to certain material facts within the Successor Agency's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Bonds is the price at which a substantial amount of the Bonds is first sold to the public. The Issue Price of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bonds. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. For example, legislation has been introduced in the current session of Congress which would, among other things and if enacted, change the income tax rates for individuals and corporations and repeal the federal alternative minimum tax. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors

regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Successor Agency as a taxpayer and the Bond owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the opinion that Bond Counsel expects to deliver upon the issuance of the Bonds is set forth in APPENDIX B—FORM OF OPINION OF BOND COUNSEL.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being the principal amount of the Bonds of $_____, less an Underwriter's discount of $_____, and plus an original issue premium of $_____). The Underwriter will purchase all of the Bonds if any are purchased.

The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

KNN Public Finance, LLC, Oakland, California, has served as municipal advisor (the "Municipal Advisor") to the Successor Agency in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness

of the information contained in the Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINIONS

The proposed form of Bond Counsel's approving opinion with respect to the Bonds is attached hereto in APPENDIX B—FORM OF OPINION OF BOND COUNSEL. In addition to those matters opined on by Bond Counsel, certain legal matters will be passed on for the Successor Agency by Quint & Thimmig LLP, in its capacity as Disclosure Counsel to the Successor Agency for the Bonds and by Goldfarb & Lipman LLP, Oakland, California, in its capacity as general counsel to the Successor Agency. Certain legal matters will be passed on for the Underwriter by Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, in its capacity as Underwriter's Counsel.

LITIGATION

There is no action, suit or proceeding known to the Successor Agency to be pending and notice of which has been served upon and received by the Successor Agency, or threatened, restraining or enjoining the execution or delivery of the Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Successor Agency taken with respect to any of the foregoing. See, however, "RISK FACTORS—Challenges to Dissolution Act."

NO RATING

The Successor Agency has not made, and does not intend to make, any application for the assignment of a rating to the Bonds.

CONTINUING DISCLOSURE

The Successor Agency has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Successor Agency (the "Annual Report") by not later than April 1 after the end of the Successor Agency's fiscal year (the current end of the Successor Agency's fiscal year is on June 30), commencing with the report for the 2019-20 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by the Successor Agency with the Municipal Securities Rulemaking Board (the "MSRB"). The notices of enumerated events will be filed by the Successor Agency with the MSRB. The specific nature of the information to be made available and to be contained in the notices of material events is summarized below under the caption APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The Successor Agency has complied in all material respects with respect to prior continuing disclosure obligations under the Rule in connection with the 2018A Bonds and the 2018B Bonds. However, within the past five years the City failed to make filings for certain CUSIP numbers related to general obligation bonds that it issued in 2005. The City has since made filings to remedy those failures. In order to promote compliance by the City and the Successor Agency with continuing disclosure obligations, the City has adopted disclosure

policies, and the Successor Agency has retained Applied Best Practices, LLC to serve as the dissemination agent under the Continuing Disclosure Certificate for the Bonds. See APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

AUDITED FINANCIAL STATEMENTS

The City's annual financial statements for its fiscal year ended June 30, 2019 (the "City Financial Statements") are attached as APPENDIX E—ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019. The City Financial Statements include financial information of the Successor Agency for the fiscal year ended June 30, 2019. The financial statements were audited by Mann, Urrutia, Nelson CPAs & Associates, LLP (the "Auditor"). The Auditor has not been asked to consent to the inclusion of the City Financial Statements in this Official Statement and has not reviewed this Official Statement.

As described in "SECURITY FOR THE BONDS—Limited Obligation," the Bonds are payable from and secured by a pledge of Available LMIHF Funds and the Bonds are not a debt of the City. APPENDIX E is included in this Official Statement only because it includes the Successor Agency's audited financial information.

MISCELLANEOUS

All of the preceding summaries of the Indenture, the Redevelopment Law, the Dissolution Act, other applicable legislation, agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Successor Agency for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the City Manager of the City of Marina, California, on behalf of the Successor Agency, has been duly authorized by the Successor Agency.

SUCCESSOR AGENCY TO THE MARINA
REDEVELOPMENT AGENCY

By _____
City Manager
City of Marina, California

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

[to come]

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

June __, 2020

Successor Agency to the
Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California 93933

OPINION: $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Marina Redevelopment Agency, as successor to the former Marina Redevelopment Agency (the "Successor Agency"), of its $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "2020B Bonds"), pursuant to the provisions of section 34177.5 of the California Health and Safety Code (the "Law"), Resolution No. 2020-01 (SA-MRA) adopted by the Successor Agency on February 19, 2020, and an Indenture of Trust, dated as of July 1, 2018, by and between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture").

In connection with this opinion, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public body, corporate and politic, with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the 2020B Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable upon the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the 2020B Bonds, on a parity with the pledge thereof for the security of any Parity Debt that may be issued pursuant to and as such capitalized term is defined in the Indenture.

4. The 2020B Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Successor Agency's compliance with certain covenants, interest on the 2020B Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest on the 2020B Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2020B Bonds.

6. The interest on the 2020B Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2020B Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the 2020B Bonds.

The rights of the owners of the 2020B Bonds and the enforceability of the 2020B Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Successor Agency and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix C concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Successor Agency takes no responsibility for the completeness or accuracy thereof. The Successor Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information set forth on such website is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect

Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Successor Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Successor Agency believes to be reliable, but the Successor Agency takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY (the "Successor Agency") in connection with the issuance of $_____ Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2018, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Indenture of Trust, dated as of June 1, 2020, between the Successor Agency and the Trustee (together, the "Indenture"). The Successor Agency covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean Applied Best Practices, LLC, or any successor Dissemination Agent designated in writing by the Successor Agency and which has filed with the Successor Agency a written acceptance of such designation. In the absence of such a designation, the Successor Agency shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the Official Statement with respect to the Bonds, dated June __, 2020.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Successor Agency for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The Successor Agency shall, or shall cause the Dissemination Agent to, not later than the April 1 occurring after the end of each fiscal year of the Successor Agency (which currently ends on June 30), commencing with the report for the 2019-20 Fiscal Year, which is due not later than April 1, 2021, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Successor Agency may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the Successor Agency's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the Successor Agency shall provide the Annual Report to the Dissemination Agent (if other than the Successor Agency). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the Successor Agency. If the Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file event shall have occurred and the Successor Agency irrevocably directs the Dissemination Agent in a timely manner to send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) *Report of Non-Compliance*. If the Successor Agency is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the Successor Agency shall send, in a timely manner, a notice to EMMA substantially in the form attached hereto as Exhibit A. If the Successor Agency is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send, in a timely manner, a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the Successor Agency, file a report with the Successor Agency certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the City of Marina, California for the preceding fiscal year (which include financial information for the Successor Agency), prepared in accordance with generally accepted accounting principles. If the Successor Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited financial statements of the Successor Agency, the Annual Report for each fiscal year shall also include financial and operating data with respect to the Successor Agency for the most recent full fiscal year (except as provided in (4) below), as follows:

(1) Cumulative tax increment revenues allocated to the Former Agency and the Successor Agency, and outstanding bonded indebtedness, each as applicable under the fiscal merger of the Marina Municipal Airport Redevelopment Plan, the Marina Redevelopment Plan and the Redevelopment Project No. 3 Redevelopment Plan (plan limitations of $4,000,000,000 and $655,000,000, respectively).

(2) Ten Largest Property Taxpayers (substantially in the form of Table 4 in the Official Statement).

(3) Historical Available LMIHF Funds (substantially in the form of Table 5 in the Official Statement).

(4) Projection of Available LIMHF Funds for Debt Service and Debt Service Coverage for the Bonds (and any outstanding Parity Debt) in a format similar to Table 8 in the Official Statement for the current fiscal year, but with no requirement to project future years' values and coverage.

(5) The issuance of any Parity Debt related to the Bonds, including a description of the date of issuance, the principal amount issued and the use of proceeds thereof.

(6) The amount of the Reserve Requirement for the Bonds as of the end of such fiscal year and the amount on deposit as of such date in the Series 2020B Reserve Account of the Series B Debt Service Fund.

(7) The amount of the Reserve Requirement for the 2018B Bonds and any reserve requirement for any outstanding Parity Debt as of the end of such fiscal year and the amount on deposit as of such date in the Reserve Account for the 2018B Bonds and in any reserve account for such Parity Debt, respectively.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Successor Agency or related public entities, which are available to the public on EMMA. The Successor Agency shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the Successor Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The Successor Agency shall, or shall cause the Dissemination Agent (if not the Successor Agency) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Indenture.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The Successor Agency has initially appointed Applied Best Practices, LLC as the Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Successor Agency, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Successor Agency pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bond owner, with respect to any such reports, notices or

disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the Successor Agency.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the Successor Agency for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Successor Agency from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Successor Agency, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the Successor Agency or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the Successor Agency. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Successor Agency may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the Successor Agency that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the Successor Agency shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Successor Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Successor Agency shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Successor Agency to comply with any provision of this Disclosure Certificate, any Certificate owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with their obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the Successor Agency to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Successor Agency, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: June __, 2020

SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY

By: _____
Layne Long,
City Manager
of the City of Marina

ACKNOWLEDGED and AGREED:

APPLIED BEST PRACTICES, LLC, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Successor Agency to the Marina Redevelopment Agency

Names of Issue: Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B

Date of Issuance: June __, 2020

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated the Date of Issuance, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

APPLIED BEST PRACTICES, LLC, as
Dissemination Agent

By _____
Authorized Officer

APPENDIX E

ANNUAL FINANCIAL STATEMENTS OF THE CITY OF MARINA FOR THE FISCAL YEAR ENDED JUNE 30, 2019

The Auditor was not requested to consent to the inclusion of its report in this Appendix E and it has not undertaken to update financial statements included in this Appendix E. No opinion is expressed by the Auditor with respect to any event subsequent to its report.

APPENDIX F

GENERAL INFORMATION ABOUT THE CITY OF MARINA AND THE COUNTY OF MONTEREY

The following information is provided for background purposes only. The City of Marina and the County of Monterey have no liability or responsibility whatsoever with respect to the Bonds or the Indenture.

Introduction

The City. The City of Marina, California (the "City") is located in Monterey County, California (the "County"). The City is located along the central coast of California, 8 miles west of the City of Salinas, and 8 miles north of the City of Monterey. The City is also connected to Monterey, California by California State Route 1, which also connects it with Santa Cruz, California, after driving for about 35 miles. The City lies is at an elevation of 43 feet. The City was incorporated in 1975 and is the newest city on the Monterey Peninsula. The City includes part of the California State University, Monterey Bay campus, the UC MBEST branch research center of University of California Santa Cruz, and the Veterans Transition Center (VTC). According to the United States Census Bureau, the City has a total area of 9.8 square miles, of which 8.9 square miles is land and 0.9 square miles is water.

The City's history is intertwined with that of Fort Ord. Fort Ord lands were used as an infantry training center since the Mexican–American War. Major growth took place in 1938 with the first joint Army and Navy maneuvers held in 1940. Fort Ord was selected in 1991 for decommissioning and the post formally closed after troop reassignment in 1994. In July 1994 the first academic year of California State University, Monterey Bay opened, and barracks were soon transformed into dorms. As a result of base closure, some of the last undeveloped natural wildlands on the Monterey Peninsula are now overseen by the Bureau of Land Management, including 86 miles of trails for the public to explore on foot, bike or horseback. In 2012, President Barack Obama designated 14,000 acres of the closed base as a National Monument managed by the BLM.

The County. Monterey County, described as the "greatest meeting of land and sea" celebrated its quadricentennial in 2002. In 1602, Spanish merchant Sebastian Vizcaino became the first European on the Monterey Peninsula. He christened Monterey after the viceroy of New Spain, Count de Monte Rey. Eventually, the City of Monterey served as California's first capital, where the State constitution was signed in 1849. The County is one of the 27 original California counties, incorporating in 1850.

With an area of about 3,300 square miles, the County borders the Pacific Ocean almost at the midpoint of California with 99 miles of coastline. The County is located about 100 miles south of San Francisco and 240 miles north of Los Angeles. It is bordered by Santa Cruz County to the north, San Benito (originally part of Monterey County), Fresno and Kings Counties to the east and San Luis Obispo County to the south.

There are two distinct sub-regions in the County. One is the Monterey Peninsula, world famous for beautiful ocean views, opulent homes, the 17-mile drive, seafood and golf courses. The other, the Salinas Valley, is equally renowned as an area full of fertile farmland, running almost the entire length of the County and is one of the world's major vegetable producing areas.

The Department of Defense has a number of installations located in the County: Fort Hunter-Liggett, Camp Roberts, the Naval Postgraduate School, the Defense Language Institute and some support facilities for the Naval Postgraduate School and the Defense Language Institute and certain other functions at what used to be Fort Ord. The Monterey Peninsula, famed for its scenic beauty, is a year-round tourist attraction. Pebble Beach, Cypress Point, Spyglass Hill, Poppy Hills and The Links at Spanish Bay are well known Monterey Peninsula golf courses. The Monterey Bay Aquarium and the City of Carmel-By-The-Sea also are attractions that draw tourists to the Monterey Peninsula.

The County also benefits from two wilderness areas set aside for recreational enjoyment, consisting of 468,538 total acres. The Los Padres National Forest has 304,035 acres and the Ventana Wilderness totals 164,503 acres.

Population

The table below summarizes population of the City of Marina, Monterey County, and California for the last five years.

CITY OF MARINA, MONTEREY COUNTY, and STATE OF CALIFORNIA
Population

Year	City of Marina	Monterey County	State of California
2015	21,179	432,964	38,952,462
2016	21,669	438,159	39,214,803
2017	22,263	441,898	39,504,609
2018	22,548	442,940	39,740,508
2019	22,957	445,414	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2010-19, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for the County, the State of California and the United States:

MONTEREY COUNTY, CALIFORNIA, and UNITED STATES
Civilian Labor Force, Employment, and Unemployment
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2015	Monterey County	221,400	203,500	17,900	8.1%
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Monterey County	220,400	203,800	16,700	7.6
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Monterey County	220,200	204,400	15,800	7.2
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018	Monterey County	224,100	210,000	14,000	6.3
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019[2]	Monterey County	222,500	208,700	13,800	6.2
	California	19,411,600	18,627,400	784,200	4.0
	United States	163,539,000	157,538,000	6,001,000	3.7

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-19, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Industries in the County

The table below sets forth a list of major employers in Monterey County in 2020.

MONTEREY COUNTY
2020 Major Employers

Employer Name	Location	Industry
Al Pak Labor	Soledad	Fruits & Vegetables-Wholesale
Azcona Harvesting	Greenfield	Harvesting-Contract
Bud of California	Soledad	Fruits & Vegetables-Growers & Shippers
Carol Hatton Breast Care Ctr	Monterey	Clinics
Casa Palmero At Pebble Beach	Pebble Beach	Hotels & Motels
County-Monterey Behavioral	King City	Health Services
Hilltown Packing Co	Salinas	Harvesting-Contract
Mann Packing Co	Salinas	Fruits & Vegetables-Growers & Shippers
Middlebury Institute-Intl	Monterey	University-College Dept/Facility/Office
Misionero Vegetables	Gonzales	Fruits & Vegetables-Growers & Shippers
Monterey County Social Svc Dpt	Salinas	Government Offices-County
Monterey Peninsula College	Monterey	Junior-Community College-Tech Institutes
Natividad Medical Ctr	Salinas	Hospitals
Ord Community Commissary	Seaside	Military Bases
Pebble Beach Co	Pebble Beach	Resorts
Premier Raspberry LLC	Royal Oaks	Grocers-Wholesale
Premium Harvesting & Packing	Salinas	Employment Agencies & Opportunities
Presidio of Monterey	Monterey	Military Bases
Quality Farm Labor	Gonzales	Labor Contractors
R C Packing	Gonzales	Packing & Crating Service
Salinas Valley Meml Healthcare	Salinas	Health Care Management
US Defense Manpower Data Ctr	Seaside	Government Offices-Us
Valley Harvesting	Greenfield	Crop Harvesting

Source: America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Construction Activity

The following table reflects the five-year history of building permit valuation for Marina and Monterey County:

CITY OF MARINA
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 761	$ 17,492	$ 17,793	$ 25,210	$ 60,820
New Multi-family	894	4,500	-	8,360	-
Res. Alterations/Additions	507	2,253	841	1,411	15,105
Total Residential	2,162	24,245	18,635	34,982	75,925
Total Nonresidential	45,129	52,155	26,940	3,896	3,237
Total All Building	47,292	76,401	45,575	38,879	79,163
New Dwelling Units:					
Single Family	3	74	70	94	206
Multiple Family	8	12	-	47	-
Total	11	86	70	141	206

MONTEREY COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2014	2015	2016	2017	2018[(1)]
Permit Valuation:					
New Single-family	$ 97,600	$ 116,703	$ 152,257	$ 165,341	$ 199,194
New Multi-family	8,635	38,947	22,331	33,318	51,460
Res. Alterations/Additions	59,820	63,610	67,799	73,317	88,972
Total Residential	166,057	219,262	242,389	271,977	339,627
Total Nonresidential	154,340	223,141	197,865	171,630	151,103
Total All Building	320,398	442,403	440,254	443,608	490,731
New Dwelling Units:					
Single Family	236	374	486	523	611
Multiple Family	85	258	118	178	212
Total	321	632	604	701	823

Source: Construction Industry Research Board: "Building Permit Summary."
Note: Columns may not sum to totals due to independent rounding.
(1) Latest available full year data.

Median Household Income

The following table summarizes the total effective buying income and the median household effective buying income for Marina, the County, the State of California and the nation for the five most recent years.

CITY OF MARINA, CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA and UNITED STATES
Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Marina	$ 413,715	$ 45,436
	Monterey County	8,776,830	50,389
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Marina	445,280	47,814
	Monterey County	9,535,558	52,802
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Marina	476,851	50,129
	Monterey County	10,045,200	56,609
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Marina	502,179	55,938
	Monterey County	10,807,771	60,275
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2019	City of Marina	526,229	61,719
	Monterey County	11,180,302	65,078
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: Nielsen Claritas, Inc.

APPENDIX G

FISCAL CONSULTANT'S REPORT

May 15, 2020 Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 19, 2020

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING THE 2020 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF $45,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; CONSIDER INTRODUCING ORDINANCE NO. 2020- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2020-, approving the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and;

2. Authorize a budget appropriation of $45,000 of Gas Tax/Street Fund for signs and supplies, and;

3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;

4. Consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt *prima facie* speed limits[1] pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

BACKGROUND:

California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities.

In order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802).

[1] *Prima facie* speed limits, as used in California and some other states, are not absolute limits. A motorist may have a valid defense to exceeding the *prima facie* speed limit if he or she can prove in a court that his or her speed was reasonable and prudent.

On March 23, 2018, the City entered into a Service Agreement with the on-call traffic engineering firm TJKM of Pleasanton, California to conduct and draft an engineering and traffic survey.

On August 7, 2018, the City Traffic Advisory Committee conducted a review of the draft Engineering and Traffic survey and provided comments to TJKM for final consideration by the City Council.

On October 16, 2018, the Engineering and Traffic Survey was presented to the City Council for consideration and approval. The Council provided comments to staff regarding several recommended speed reductions and requested a revision to the Study report.

At the special meeting of April 14, 2020, the City Council requested public comments to be sent to the City for response by the Survey's Traffic Engineer. The deadline for submittal of public comments was April 28, 2020. The comments were collected and included as "**Exhibit A"**.

ANALYSIS:

The setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of most drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds.

According to the latest California Manual on Uniform Traffic Control Devices, the posted speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic. Should the 85th percentile need to be rounded up, a rounding down to the lower 5 mph can be applied (CVC 21400). Should the 85th percentile need to be rounded down or not rounded at all (i.e. the 85th percentile is on a 5 mph increment), a 5 mph reduction can be applied. In either case, the conditions and justifications for applying a 5 mph reduction to the 85th percentile speed need to be documented in the Engineering and Traffic Survey and approved by a registered Civil or Traffic Engineer.

The standardized engineering principles that would govern the Engineer's approval of a speed limit reduction of 5 mph from the 85th percentile would be: **1) roadside conditions not readily apparent to the driver**, **2) accident records**, **3) prevailing speeds**, **4) residential density**, and **5) pedestrian/bicycle safety**.

On **May 15, 2020,** staff received the Traffic Engineer's final revised draft of the 2020 Citywide Engineering and Traffic Survey Report (**"Exhibit B"**)**,** provided by TJKM. The report details the survey of all City arterial and collector streets as defined in the City's General Plan.

After reviewing the submitted public comments, the Traffic Engineer was able to make the engineering findings to justify revising the survey to the following speed limits on these segments:

- Segment 7 – Reservation Road, Beach Road to Del Monte Boulevard; **30 MPH**
- Segment 17 – Crescent Avenue, Quebrada Del Mar to Reservation Road; **25 MPH**
- Segment 19 – Cardoza Avenue, Reservation Road to Aaron Way (end); **30 MPH**
- Segment 21 – California Avenue, Reservation Road to Carmel Avenue; **35 MPH**
- Segment 22 – California Avenue, Carmel Avenue to Reindollar Avenue; **25 MPH**
- Segment 40 – 3rd Avenue, Imjin Parkway to 8th Street; **25 MPH**

A summary of the recommended speed limits can be seen in "**Exhibit C"**. The recommended speed limits and Survey will be effective for 5 years from the date of adoption.

The City of Marina's Traffic Advisory Committee, consisting of the Fire Chief, Police Chief, Public Works Director, and Community Development Director, concurs with the findings and recommends establishing the speed limits as described above based on the recommendations of the 2020 Engineering and Traffic Survey. The adoption of the recommended speed limits will support effective enforcement of these speeds, where not adopting the recommendations may severally limit enforcement and may lead to a greater speed increase on City streets.

FISCAL IMPACT:

The CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately $250 per location and approximately $500 per road marking location. The estimated cost for new speed limit signs and road markings is $45,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2019-20, Gas Tax/Street Funds for signs & supplies.

CONCLUSION:

The adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

Respectfully submitted,

_____

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE 2020 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF $45,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; INTRODUCING ORDINANCE NO. 2020- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE TO ADOPT PRIMA FACIE SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

WHEREAS, California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities, and;

WHEREAS, in order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802), and;

WHEREAS, on March 23, 2018, the City entered into a Service Agreement with the on-call traffic engineering firm TJKM of Pleasanton, California to conduct and draft the 2018 Engineering and Traffic Survey, and;

WHEREAS, on August 7, 2018, the City Traffic Advisory Committee conducted a review of the draft Engineering and Traffic survey and provided comments to TJKM for final consideration by the City Council, and;

WHEREAS, on October 16, 2018, the Engineering and Traffic Survey was presented to the City Council for consideration and approval. The Council provided comments to staff regarding several recommended speed reductions and requested a revision to the Study report, and;

WHEREAS, at the special meeting of April 14, 2020, the City Council requested public comments to be sent to the City for response by the Survey's Traffic Engineer. The deadline for submittal of public comments was April 28, 2020. The comments were collected and included as "**Exhibit A"**, and;

WHEREAS, the setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of most drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds, and;

WHEREAS, according to the latest California Manual on Uniform Traffic Control Devices, the posted speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic. Should the 85th percentile need to be rounded up, a rounding down to the lower 5 mph can be applied (CVC 21400). Should the 85th percentile need to be rounded down or not rounded at all (i.e. the 85th percentile is on a 5-mph increment), a 5-mph reduction can be applied. In either case, the conditions and justifications for applying a 5-mph reduction to the 85th percentile speed need to be documented in the Engineering and Traffic Survey and approved by a registered Civil or Traffic Engineer, and;

WHEREAS, the standardized engineering principles that would govern the Engineer's approval of a speed limit reduction of 5 mph from the 85th percentile would be: roadside conditions not readily apparent to the driver, accident records, prevailing speeds, residential density, and pedestrian/bicycle safety, and;

WHEREAS, on **May 15, 2020,** staff received the Traffic Engineer's final revised draft of the 2020 Citywide Engineering and Traffic Survey Report (**"Exhibit B"**)**,** provided by TJKM. The report details the survey of all City arterial and collector streets as defined in the City's General Plan, and;

WHEREAS, after reviewing the submitted public comments, the Traffic Engineer was able to make the engineering findings to justify revising the survey to the following speed limits on these segments: Segment 7 – Reservation Road, Beach Road to Del Monte Boulevard; **30 MPH,** Segment 17 – Crescent Avenue, Quebrada Del Mar to Reservation Road; **25 MPH**, Segment 19 – Cardoza Avenue, Reservation Road to Aaron Way (end); **30 MPH**, Segment 21 – California Avenue, Reservation Road to Carmel Avenue; **35 MPH**, Segment 22 – California Avenue, Carmel Avenue to Reindollar Avenue; **25 MPH**, Segment 40 – 3rd Avenue, Imjin Parkway to 8th Street; **25 MPH.** A summary of the recommended speed limits can be seen in "**Exhibit C"**. The recommended speed limits and Survey will be effective for 5 years from the date of adoption, and;

WHEREAS, the City of Marina's Traffic Advisory Committee, consisting of the Fire Chief, Police Chief, Public Works Director, and Community Development Director, concurs with the findings and recommends establishing the speed limits as described above based on the recommendations of the Engineering and Traffic Survey. The adoption of the recommended speed limits will support effective enforcement of these speeds, where not adopting the recommendations may severally limit enforcement and may lead to a greater speed increase on City streets, and;

WHEREAS, the CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately $250 per location and approximately $500 per road marking location. The estimated cost for new speed limit signs and road markings is $45,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2019-20, Gas Tax/Street Funds for signs & supplies, and;

WHEREAS, the adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and;

2. Authorize a budget appropriation of $45,000 of Gas Tax/Street Fund for signs and supplies, and;

3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;

4. Introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt prima facie speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on May 19, 2020 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: _____
Bruce C. Delgado, Mayor

_____
Anita Sharp, Deputy City Clerk

ORDINANCE NO. 2020-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO AN ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE

WHEREAS, California Vehicle Code Sections 22357 and 22358 provide that local entities may declare *prima facie* speed limits of more than 25 miles per hour on City streets on the basis of an engineering and traffic survey; and

WHEREAS, THE California Vehicles Code Section 627 defines an engineering and traffic survey to include consideration of all of the following:

1) Prevailing speeds as determined by traffic engineering measurements;
2) Accident records;
3) Highway, traffic and roadside conditions not readily apparent to the driver; and

WHEREAS, the City of Marina has completed an engineering and traffic survey pursuant to California Vehicle Code Sections 22357 and 22358.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City of Marina is authorized to use radar enforcement of speed limits on local streets pursuant to the *prima facie* speed limits specified in the California Vehicle Code and on other streets if the speed limits established by the City are consistent with the results of an engineering and traffic survey conducted according to the standards set forth in the California Vehicle Code.

SECTION 2. The City Council of the City of Marina finds and declares that an Engineering and Traffic Survey has been completed in full compliance with the requirements of the California Vehicle Code.

SECTION 3 Based on the findings and recommendations of the Engineering and Traffic Survey, all Subsections of Section 10.60.010 entitled "Speed Limits Established" of Title 10, Chapter 10.60, of the Marina Municipal Code are amended, repealing in their entirety and replacing Subsections A through G and adding Subsections H through Y; to read in their entirety as follows:

"A. Reservation Road, as follows:
   1. Thirty-five miles per hour from Dunes Drive to Beach Road;
   2. Thirty miles per hours from Beach Road to Del Monte Boulevard;
   3. Thirty-five miles per hour from Del Monte Boulevard to Crescent Avenue;
   4. Forty miles per hour from Crescent Avenue to California Avenue;
   5. Forty-five miles per hour from California Avenue to Salinas Avenue;
   6. Fifty-five miles per hour from Salinas Avenue to Imjin Parkway;
   7. Fifty-five miles per hour from Imjin Parkway to Blanco Road.

B. Del Monte Boulevard, as follows:
   1. Forty miles per hour from six hundred feet south of Reindollar Avenue to Marina Greens Drive.

C. Cardoza Avenue, as follows:
   1. Thirty miles per hour from Reservation Road to the end thereof, which is approximately six hundred feet north of Lakewood Drive.

D. Carmel Avenue, as follows:
   1. Twenty-five miles per hour from Del Monte Boulevard to Salinas Avenue;
   2. The prima facie speed limit on Carmel Avenue from approximately 300 feet west of Everett Drive to Bostick Avenue shall be fifteen miles per hour when children are present;

E. California Avenue, as follows:
   1. Thirty-five miles per hour from Reservation Road to Carmel Avenue;
   2. Twenty-five miles per hour from Carmel Avenue to Reindollar Avenue;
   3. Forty miles per hour from Reindollar Avenue to Imjin Parkway;
   4. Thirty miles per hour from Imjin Parkway to 5th Avenue.

F. Crescent Avenue, as follows:
   1. Twenty-five miles per hour from Carmel Avenue to Reservation Road;
   2. Thirty miles per hour from Reservation Road to the end thereof, which is approximately two hundred fifty feet north of Quebrada Del Mar.

G. Beach Road, as follows:
   1. Thirty-five miles per hour from Reservation Road to Del Monte Boulevard;
   2. Thirty miles per hour from Del Monte Boulevard to De Forest Road;
   3. The prima facie speed limit from Begonia Circle to Villa Circle shall be fifteen miles per hour when children are present.

H. 2nd Avenue, as follows:
   1. Forty-five miles per hour from Divarty Street to 8th Street;
   2. Thirty-five miles per hour from 8th Street to Imjin Parkway.

I. 3rd Avenue, as follows:
   1. Twenty-five miles per hour from 8th Street to Imjin Parkway.

J. 8th Street, as follows:
   1. Twenty-five miles per hour from 2nd Avenue to 3rd Avenue;
   2. Forty miles per hour from 5th Avenue/California Avenue to Inter-Garrison Road.

K. 9th Street, as follows:
   1. Thirty miles per hour from 1st Avenue to 2nd Avenue.

L. De Forest Road, as follows:
   1. Thirty miles per hour from Beach Road to Reservation Road.

M. Reindollar Avenue, as follows:
1. Twenty-five miles per hour from Del Monte Boulevard to California Avenue;
2. Thirty miles per hour from California Avenue to Carmel Avenue.

N. Lake Drive, as follows:
1. Twenty-five miles per hour from Palm Avenue to Reservation Road.

O. Palm Avenue, as follows:
1. Twenty-five miles per hour from Lake Drive to Del Monte Boulevard.

P. Salinas Avenue, as follows:
1. Twenty-five miles per hour from Carmel Avenue to Reservation Road.

Q. Paul Davis Drive, as follows:
1. Thirty miles per hour from Healy Avenue to Marina Greens Drive.

R. Seacrest Avenue, as follows:
1. Thirty miles per hour from Carmel Avenue to Reservation Road.

S. Sunset Avenue, as follows:
1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.

T. Vaughan Avenue, as follows:
1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.

U. Crescent Street, as follows:
1. Twenty-five miles per hour from Reindollar Avenue to Patton Parkway.

V. Patton Parkway, as follows:
1. The prima facie speed limit from End (Marina High School) to Crescent Street shall be twenty-five miles per hour when children are present;
2. Forty miles per hour from Crescent Street to California Avenue.

W. Preston Drive, as follows:
1. Thirty miles per hour from Abrams Drive to Imjin Parkway.

X. Abrams Drive, as follows:
1. Thirty miles per hour from Preston Drive to Imjin Parkway.

Y. Imjin Parkway, as follows:
1. Fifty miles per hour from State Route 1 to California Avenue;
2. Fifty miles per hour from California Avenue to Reservation Road."

SECTION 4. The *prima facie* speed limit for each portion of Reservation Road, Del Monte Boulevard, Cardoza Avenue, Carmel Avenue, California Avenue, Crescent Avenue, Beach Road, 2nd Avenue, 3rd Avenue, 8th Street, 9th Street, De Forest Road, Reindollar Avenue, Lake Drive, Palm Avenue, Salinas Avenue, Paul Davis Drive, Seacrest Avenue, Sunset Avenue, Vaughan Avenue, Crescent Street, Patton Parkway, Preston Drive, Abrams Drive, and Imjin Parkway set forth in Section 3 hereof, shall be as set forth therein when signs are erected giving notice thereof.

SECTION 5. Any provision of the Marina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

SECTION 6. The City Council hereby declares it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this ordinance are severable and, if for any reason any sentence, paragraph or section of this ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 7. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

SECTION 8. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on May 19, 2020, and was passed and adopted at a regular meeting duly held on June 2, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

Exhibit A to Staff Report

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
General comment for the city			John DiCarlo <jdicarlo007@gmail.com>	The proposed speed limit increases were made by a professional who is trained in this field and used the 85 percentile as a basis for the increases, along with other authorized factors. There are residents who want the city to ignore the professional's proposal. Much of this is based on emotions and not sound logic. Many believe that everyone speeds on "their" street. They might see a car going at excessive speed and then think that everyone is speeding. This is a well known fallacy. Speeding is relative. 85 percentage is a significant number to help determine the proper speed, along with other factors that can be taken into consideration. I'm sure that the traffic engineer has the training and experience to have made his decisions on appropriate speed limits.	
			DEBORAH WALDRON <dewal@comcast.net>	Dislike the thought of any increase in speed limits, especially in what's supposed to be a residential area.	
			Rosemary McKenney <cit20rose@yahoo.com>	I don't want to see a child die, because we raised the speed limit to use our police's radars.	
			Elizabeth Fosler-Brazil <lisa@fosler.com>	I am writing to discourage increasing the speed limits around Marina, in general. As a runner / walker around town and a resident along Reindollar I can tell you that people already drive too fast on Marina city streets.	
Intersection of Abdy and Cardoza			Erik Mayer <erikmayer@earthlink.net>	Public safety, People turning left towards Denny's from Abdy Way cannot see far enough up Cardoza Ave to avoid speeders.	
Segment #1: Imjin Parkway, State Route 1 to California Avenue	**45**	**53**	**Bruce Delgado**	Reduce to min. With the roads poor design a contributing factor in many of the accidents and deaths on this short roadway, raising the speed limit, a segment of which should be a School Zone, would only bring an increase in these unnecessary events.	**No Change / 50**
			Roman Perry <nancy.romanten@yahoo.com >	Already seeing a lot of accidents raising the speed limit here will endanger foot traffic, especially after the new development is completed.	
			Elizabeth Latona <elatona@me.com>	Where is the traffic deterrent? I have rarely seen a police vehicle on this road only warning of speed, but no actual police presence. The only option we are given is to raise the speed limit which is already too high. The operating speed of vehicles can only be enforced by radar? Really? Please provide other solutions. That is not my job.	
			Katelyn Jackson <kate.jaxon@gmail.com>	How is community input being taken into consideration?	
			Liesbeth Visscher <liesbethvisscher@yahoo.com>	"Two-lane divided roadway with raised medians, bike lanes, and a parallel bike path on the south side. Sidewalks are present on the north side and on the south side south of 2nd Street. Signalized intersections have turn pockets and crosswalks. The segment features vertical curves near California Avenue." The unprotected intersection with 3rd Avenue is not mentioned.	
			Peter Le	Because of the accident rate (that is 3.6 times higher than the states average), I can not suggest the speed limit to be raised to 50MPH as the traffic engineer suggest.	
			Dana Cleary <dcleary@chispahousing.org>	A gentleman who was killed last year was crossing Imjin Parkway was run over by a driver who just didn't notice that particular invisible crosswalk, probably because the driver was speeding. This street is dangerous now and will become more dangerous as the area north of Imjin is redeveloped with the hotel. There surely are things we can point out here to justify having the traffic engineering reconsider and estimate the speed downward.	
Segment #2: Imjin Parkway, California Avenue to Reservation Road	**45**	**54**	43	"Two-lane roadway with raised medians west of Imjin Road and double yellow center striping between California Ave. and Reservation Rd. Bike lanes are present along the segment. Signalized intersections have turn pockets and crosswalks. The segment features vertical and horizontal curves east of California Ave." The unprotected intersection with Abrams Drive (at Sea Haven) is not mentioned.	**No Change / 50**
			Bruce Delgado	Reduced to min. With the roads poor design a contributing factor in many of the accidents and deaths on this short roadway, raising the speed limit, a segment of which should be a School Zone, would only bring an increase in these unnecessary events.	
			Eliabeth Billingsley <ebillingsley@redshift.com>	Vote no on raising the speed it is already hard to get out of California Ave.	
			Peter Le	Because of the accident rate (that is 2.7 times higher than the states average), I can not suggest the speed limit to be raised to 50MPH as the traffic engineer suggest.	
Segment #3: Del Monte Blvd, SR1/Reindollar Avenue to Reservation Road	**35**	**43**	Roman Perry <nancy.romanten@yahoo.com >	3 gas stations along this road as well as several businesses an increasing the speed here could result in more rear-end accidents.	**No Change / 40**
			Bruce Delgado	Reduced to min.	
			Katelyn Jackson <kate.jaxon@gmail.com>	How is community input being taken into consideration?	

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
Segment #4: Del Monte Boulevard, Reservation Road to Beach Road	**40**	**41**	**Bruce Delgado**	Please consider dropping to 35mph? Difficult to exit parking lots of County Courthouse on weekdays and Vince DiMaggio Park during weekly public gatherings. Difficult to judge the speed of drivers coming up and down the hill here. Many pedestrians cross to go to the library park (Locke Paddon Park) across the street with no mid-block crosswalk.	**No Change / 40**
Segment #5:Del Monte Boulevard, Beach Road to Marina Greens Drive	**40**	**45**	**Bruce Delgado**	Reduced to min. Unsafe for residents exiting apartment complexes and residential driveways on DMB.	**No Change / 40**
Segment #6: Reservation Road, Dunes Drive to Beach Road	**35**	**36**	**Bruce Delgado**	No change.	**No Change / 35**
Segment #7: Reservation Road, Beach Road to Del Monte Boulevard	**35**	**31**	**Bruce Delgado**	Please use the 85th round down to 30mph. Peds complain unsafe to cross at roundabouts. Many ped tourists and nearby unfamiliar with the area and nearby residents have difficulty safely crossing the street to go to the library and Locke Paddon Park.	**Reduce / 30**
			Peter Le	The accident rate for this road segment is 2.7 times the state average accident rate. Therefore his recommendations fail to comply with the request of the California vehicle code and Caltrans traffic manual the speed limit should be set at 30 MPH.	
			Brian McCarthy <brianmm80-marina@yahoo.com>	Why was the study location chosen at a spot that doesn't reflect the unique road characteristics of this stretch, and instead the spot where drivers are likely to be going the fastest without significant change in Horizontal and Vertical curves/grade. Why do some traffic circles have yellow speed limit "advisory" signs while some do not?	
Segment #8a: Reservation Road, Del Monte Boulevard to Crescent Avenue	**35**	**36**	**Bruce Delgado**	Consider reducing to 30mph which is a comfortable speed for short distances between the 5 signal lights (Vista Del Camino, Seacrest, McDonald's, DeForest, and Crescent) within 1/2 mile. Unsafe for bicyclists in the bike lane with so many distractions for drivers (stores, traffic lights, inclines). Cyclists at mercy of drivers paying attention so slower speed would make it safer for more bikers to feel safe and use this road.	**No Change, 35**
Segment #8b: Reservation Road, Crescent Avenue to California Avenue	**40**	**47**	**Bruce Delgado**	Reduced to min. Thank you.	**No Change / 40**
Segment #9: Reservation Road, California Avenue to Salinas Avenue	**45**	**51**	**Bruce Delgado**	Reduced to min. Thank you.	**No Change / 45**
Segment #10: Reservation Road, Salinas Avenue to Imjin Parkway	**55**	**50**	**Bruce Delgado**	No change recommended but please consider reducing to 50mph 85th percentile. Drivers westbound need more time to adjust to safely lower mph for downtown conditions which begin at Salinas Ave. We shouldn't be increasing speed limits above what people are now driving.	**No Change / 55**
Segment #11: Reservation Road, Imjin Parkway to Blanco Road	**55**	**59**	**Bruce Delgado**	Reduced to min. Thank you.	**No Change / 55**
Segment #12a: 8th Street, 2nd Avenue to 3rd Avenue	**35**	**24**	**Bruce Delgado**	Reduced to min. Thank you.	**No Change / 25**
Segment #12b: 8th Street, 5th Avenue to Inter-Garrison Road	**N/A**	**40**	**Bruce Delgado**	ok thank you.	**No Change / 40**
Segment #13: 9th Street, 1st Avenue to 2nd Avenue	**N/A**	**31**	**Bruce Delgado**	ok thank you.	**No Change / 30**
			Elizabeth Plante <info@montereybaymoves.com>	Cars speed on 9th Street right after turning on 3rd to get to 2nd avenue and avoid the Imjin/2nd avenue intersection the same in the opposite direction. It makes absolutely no sense to make a residential street even more dangerous by allowing drivers to commute through a neighborhood at high speed. Too many do not respect the existing speed limit and put all of us at risk.	

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
Segment #14a: 2nd Avenue, Divarty Street to 8th Street	**35**	**44**	Roman Perry <nancy.romanten@yahoo.com >	With buses stopping and merging on this street. During school hours I have seen this street very busy so raising the speed limit to 45mph seems a bit high. I think 40mph is a safer speed.	**No Change / 45**
			Bruce Delgado	Please increase only to 40mph. CSUMB students and University Village Apts. residents walk across this road and 45 mph would be unsafe for them as a posted limit. CSUMB students use the west side of 2nd Ave for free parking and the lower the speed limit within reason such as 40mph would be safest and encourage walkability.	
Segment #14b: 2nd Avenue, 8th Street to Imjin Parkway	**35**	**32**	**Bruce Delgado**	Please round down from 85th percentile speed to 30mph. This is our major shopping center and Marriott hotel. Horses, peds, and cyclists cross this segment and it needs to be as slow as legally possible to enforce with LIDAR/RADAR.	**No Change / 35**
Segment #16: De Forest Road, from Beach to Reservation Rd	**25**	**31**	Monique P. Fargues	Section of DeForest is very hilly and residential. I have numerous residential housing garage exit pointing toward the street, and two churches exit points. Increasing the speed limit will result in significant difficulties for residents to get out their garage exits.	**No Change, 30**
			Bruce Delgado	Reduced to min. Thank you.	
			Roman Perry <nancy.romanten@yahoo.com >	With this being a residential area I fear raising this speed limit will jeopardize the safety of children who walk from their homes to the park at the end of the street.	
			Jim Perrine <jimperrine@live.com>	I am supportive of the 5 MPH increase.	
Segment #17: Crescent Avenue, from Quebrada Del Mar to Reservation Road:	**25**	**31**	Sandra Boone <4mrsb@redshift.com>	Cars speed race down the street, and there needs to be a sign that reflects the speed limit. I don't feel safe taking my kids for bike rides on the sidewalks due to the speed of some people down Crescent Ave. I'm not asking that the speed limit be lowered. I'm asking that speed limit signs be posted and the speed limit STAY at 25mph.	**Reduce / 25**
			Roman Perry <nancy.romanten@yahoo.com >	Raising the speed limit will defeat the purpose of the turnabouts. May cause collisions as people negotiate left turns and jeopardize the safety of children in the area.	
			Steve Steen <stevez300z@aol.com>	Please don't raise the speed limit. If you are crossing Crescent at the uphill point of the roundabout you literally have seconds to get out of the way. I try to cross at the downhill point of the roundabout because this is where I feel a pedestrian crosswalk would work the best. It will give the oncoming vehicles a chance to slow down with the option to make a right turn onto Sirena Del Mar to avoid hitting someone. Bruce already gave me the yada yada about the decline in idiots doing donuts in the three intersections in the development. What he didn't mention is the light pole on the corner of Crescent and Sirena Del Mar had to be replaced because someone hit it and knocked the light off the pole. Please don't raise the speed limit. Thank you, Steve Steen	
			Bruce Delgado	Please keep at 25mph. Hills and curves make the line of sight difficult and unsafe for residents exiting driveways. The segment features multiple horizontal and vertical curves. Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph.	

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
Segment #19 Cardoza Avenue, from Reservation Road to Aaron Way (End)	**30**	**35**	Roman Perry <nancy.romanten@yahoo.com >	Should be reduced to 25 MPH because it is a residential area.	**Reduce / 30**
			Bruce Delgado	Please maintain at 30mph. Only a 2-way stop sign at Abdy. Poor line of sight dangerous conditions. This is notoriously unsafe intersection for many years due to high downhill speed, funky-crooked roadway and only a 2-way stop. Is 2020 report wrong about all-way stop sign? "Crosswalks are provided at the signalized intersection at Reservation Road and the all-way stop controlled intersection at Abdy Way. The segment features slight horizontal and vertical curves."	
Segment # 20 Beach Road, Del Monte Boulevard to De Forest Road	**30**	**35**	**Bruce Delgado**	Due to special conditions, proposed as low as legally possible for enforcement	**No Change / 30**
			Peter Le	The traffic engineer recommended speed of 30 miles per hour not 35 miles per hour over the speed The survey was not done at a location that is represented of this road segment that results in a higher 85th percentile speed limit of 35 miles per hour. Since a lot of school children also walk along this road segment there are missing sidewalks on the south side of the street, I recommend the speed limit from Del Monte Boulevard to Michael Drive should be 15 miles per hour when children are present.	
Segment #21 California Avenue, from Reservation Road to Carmel Avenue	**35**	**40**	Elisabeth Billingsley <ebillingsley@redshift.com>	The speed limit should be reduced or NO CARS AND TRUCKS parked on that side of the street. If anything it should be reduced 5 MPH not increased 5MPH. (Recommends 30 mph)	**Reduce / 35**
			Roman Perry <nancy.romanten@yahoo.com >	35mph should be fast enough for this residential street. When residence have to slow down to get into their driveway it could end up causing a rear-end collision. This is hampered with bicycle lanes on both sides as well. There are also special school crosswalks. People already speed on this street.	
			Bruce Delgado	Please consider keeping at 35mph. EB-unsafe for residents exiting driveways from side streets onto this segment Calif. Ave. and also to be more consistent with Calif. Ave. proposed 30mph speed limit from Carmel Ave. to Reindollar Ave.	
			Crystal Pendleton	This is a part of a residential area/school zone, and the speed should be no higher than 25 MPH. The accident rates are more than double (2.75 and 2.87) the state average accident rate, likely due to the lack of mitigation for special conditions on California Ave, such as curves and school zones.	
			Cecelia Azhderian <ceceliaazhderian@gmail.com>	These road intersections are on a grid, which is straight with not many visual obstacles, making it easy to blow through a stop sign and go to fast on California Street and on Carmel Avenue. We don't feel safe having our kids or pets in the front yard without type supervision and it makes me unpleasant to spend much time in the front yard frankly. I know many people feel the same way please do not raise the speed limit here.	
Segment #22: California Avenue, Carmel Avenue to Reindollar Avenue	**30**	**26**	**Bruce Delgado**	Please reduce to 25 since the 85th percentile is 26. This segment leads to the intersection of Calif. Ave./Reindollar Ave. which is a 4-way stop and busy during the day with poor line of sight due to terrain and unlit conditions at night prompting many complaints.	**Reduce / 25**
			Peter Le	The traffic engineer recommends increasing to 30 miles per hour his justification was to keep the speed the same as other Road segments on both sides of these road segments. The accident rates for the road segment are 2 times higher average accident rates. Therefore, this recommendation fails to comply with the requirements of the California vehicle code and Caltrans traffic manual. The speed limit should be set at 25 miles per hour.	
			Crystal Pendleton	This is a part of a residential area/school zone, and the speed should be no higher than 25 MPH. The accident rates are more than double (2.75 and 2.87) the state average accident rate, likely due to the lack of mitigation for special conditions on California Ave, such as curves and school zones.	
			Cecelia Azhderian <ceceliaazhderian@gmail.com>	I know many people feel the same way please do not raise the speed limit here. These road intersections are on a grid, which is straight with not many visual obstacles, making it easy to blow through a stop sign and go to fast on California Street and on Carmel Avenue. We don't feel safe having our kids or pets in the front yard without type supervision and it makes me unpleasant to spend much time in the front yard frankly.	
			Sarah Lee <saralee778@yahoo.com	The traffic engineer recommended an increase to 30 miles per hour. His justification was to keep the speed the same as other Road segments in both sides of this road segment. The traffic engineer also felt analyzed existing horizontal and vertical curves that were designed for Speed of 15 and 25 miles an hour. His recommendation fails to comply with the requirements of the California vehicle code and contrast traffic manual.	

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
Segment #23 California Avenue from Reindollar Avenue to Imjin Parkway	**35**	**44**	Roman Perry <nancy.romanten@yahoo.com >	It is a dangerous stretch of road for pedestrians and cyclist. The bicycle lane heading north ends with no place to go but into the traffic lane! Cars already speed along this stretch.	**No Change / 40**
			Liesbeth Visscher <liesbethvisscher@yahoo.com>	Do not raise the speed. Bike lanes are missing on both sides of the roadway, near the intersection with Patton Parkway, The unprotected intersection with Marina Heights Drive as well. Based on the May 2018 survey Marina Heights Drive would have been opened therefore it must have had considerably lesstraffic than today. Traffic on this road soon will increase significantly when more homes at Sea Haven have been constructed.	
			Bruce Delgado	Reduced to min. Thank you. Unsafe to cross for high school students living east of Calif. Ave. and to/from school. What is wisdom of installing a mid-block crosswalk?	
			Crystal Pendleton	This is a part of a residential area/school zone, and the speed should be no higher than 25 MPH	
Segment #31: Patton Parkway, from Marina High School to California Avenue	**25**	**45**	**Bruce Delgado**	Please consider 15-25mph zone on Patton Parkway between Crescent St. to Marina High School. This is a narrow road less than an 1/8 of a mile long up a hill with lots of school-related traffic. 40 mph would be too unsafe as posted speed. Can we establish School Zone restrictions?	**No Change / 40**
			Roman Perry <nancy.romanten@yahoo.com >	Suggest the maximum speed on this street to be 35mph with a caution sign indicating curves ahead.	
			Elizabeth Latona <elatona@me.com>	The reason for increasing the speed on Patton given is that is the speed in the "norm" and my reply to that is why has the city allowed that to become the norm?	
			Araceli Gutierrez <agutierrez@mpusd.k12.ca.us>	You are putting the children in danger if you Increase the speed limit here.	
			Kathy Biala	Please do not raise the speed limit. The neighborhood along with the general manager and police chief, have tried to make it safer for everyone in this part of town, and raising the speed limit will only contradict the work we have done to make these streets safer.	
			Dana Cleary <dcleary@chispahousing.org>	I would like to find a way to make that street a school zone as the city of Salinas did on Alisal street in front of Hartnell college	
			Katelyn Jackson <kate.jaxon@gmail.com>	How is community input being taken into consideration?	
Segment # 34 Seacrest Avenue, Carmel Avenue to Reservation Road	**N/A**	**33**	Peter Le	The traffic engineer did not recognize numerous parts of both sides of the streets on the southern side segment and frequent left turns into and out of shops on both sides of the street on the Northern segment the speed limit should be set at 25 miles per hour.	**No Change / 30**
Segment #35: Sunset Avenue, Reindollar Avenue to Carmel Avenue	**N/A**	**30**	**Bruce Delgado**	Reduced to min. Thank you. Survey report comments: "The high collision rate, residential driveway density, and high pedestrian volumes (mostly children) indicate that a higher speed limit may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed."	**No Change / 30**
Segment #39: Preston Drive, Abrams Drive to Imjin Parkway	**25**	**34**	**Bruce Delgado**	Reduced to min. "Preston Dr. is narrower than most other streets. Raising the speed even 5 mph is not good."	**No Change / 30**
			Bruce Delgado	Reduced to min. "The segment features multiple horizontal and vertical curves.""	
			Bruce Delgado	Reduced to min. "The high collision rate and lack of any marked pedestrian crossings indicate that a further increase may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed."	

Segment/ Streets	Existing	85th Percentile	Name/ Email	Comments	Action/Speed Limit
			Liesbeth Visscher <liesbethvisscher@yahoo.com>	This road has significantly changed since the survey in May 2018. Homes facing this road have been constructed. Parking now is allowed at almost the entire stretch of this road. Do not raise the speed limit.	
			Bruce Delgado	Please keep at 25mph. Many more homes built, congestion has increased, cycling has increased, poor peripheral vision due to many more parked cars since 2018 survey. New world here since then. Many resident comments on this same theme.	
			Victor Lopez <victorlopezdds@gmail.com>	Increasing the speed limit on 3rd avenue is both unsafe and impractical	
			carolinesun@yahoo.com	Increasing the speed limit on 3rd avenue is both unsafe and impractical	
			Kellee Noonan <kelleefbc@gmail.com>	Raising the speed will endanger pedestrians, including me when I walk to the shopping centers nearby or around the neighborhood.	
			Douglas Lee	Raising the speed will endanger pedestrians, including me when I walk to the shopping centers nearby or around the neighborhood.	
			David kent <david@carmelrealtycompany.com>	Please consider retaining the existing 25MPH limit in the interest of public safety.	
			Steve Barnett <steve_barnett55@att.net>	This is a reckless proposal that will only be detrimental and hazardous for this neighborhood.	
			Liz Barnett	This is a reckless proposal that will only be detrimental and hazardous for this neighborhood.	
			Shena Rivera <shenarivera@gmail.com>	Increasing the speed limit on 3rd avenue is not a wise choice and yields no benefit instead increases the chances of collision and poses a safety risk for our residents.	
			Cristina Rivera	Unsafe and Impractical.	
			Mike Kennedy <mgk333@sbcglobal.net>	An increase would not align with safety nor common sense.	
			Mark K.R. Simmons <msimmons@fujitsu.com>	The higher speed limit will incite drivers to ignore the stop signs more than they already do.	
Segment #40: 3rd Avenue, Imjin Parkway to 8th Street	**25**	**31**	Hans Ongchua <guitarvlogger@gmail.com>	Unsafe and Impractical.	**Reduce / 25**
			Judy Lindblom <judylindblom@gmail.com>	The speed limit is already too high do not raise it.	
			Amber Edwards <amberaddavis@gmail.com>	The increase in speed limit is not supported by The Dunes community.	
			Marcus Edwards	The increase in speed limit is not supported by The Dunes community.	
			Hope Rhodes <hopesbest@gmail.com>	My concern is for children, adults, and animals getting hit by traffic with the increase of speed.	
			Royce Foster <rdfsearose@comcast.net>	The increase in speed limit is not supported by The Dunes community.	
			Dave Capece <dcapece743@gmail.com>	The speed limit is already too high do not raise it. I suggest 20 MPH not 30 MPH.	
			Jeffrey Crosbie <jeffrey.rayan.crosbie@gmail.com	I am asking you to vote yes on raising the speed limit.	
			Cyndi Perry <cynper@sbcglobal.net>	Unsafe and Impractical.	
			Rich Andrews <raandrews79@gmail.com>	Unsafe and Impractical.	
			Jelena Evans <evansjelena@gmail.com>	Please drop the idea of speed increases in residential neighborhood of the Dunes!!!	
			kat Deering <katdeering1960@gmail.com>	Do not make any changes because the city has not given the people enough time to give their input to the changes throughout the city.	
			Christine Le <ttshwealth@gmail.com>	Unsafe and Impractical.	
			Margo Hohulin <ashland95@gmail.com>	Do not make any changes because the city has not given the people enough time to give their input to the changes throughout the city.	
			Andrea Ferreria <andreaferreria@yahoo.com>	Do not make any changes because the city has not given the people enough time to give their input to the changes throughout the city.	
			John Hohulin <farallonhr@yahoo.com>	Whatever individual conceived of this has clearly lost their mind. Vote no on this!!!	

Engineering & Traffic Survey

City of Marina, California

May 15, 2020

This Citywide Engineering and Traffic Survey has been prepared under the direction of a licensed Civil Engineer. The licensed Civil Engineer attests to the technical information contained therein, and has judged the qualifications of any technical specialists providing engineering data, which recommendations, conclusions and decisions are based. These surveys conform to Sections 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Prepared By:



Chris D. Kinzel, PE, TE
Vice President, TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588-2798
Tel: 925.463.0611
Fax: 925.463.3691

TABLE OF CONTENTS

1.0 Introduction 1

1.1 Relevant California Vehicle Code Sections 5

2.0 Data Collection & Analysis 7

2.1 Radar Speed Surveys & Analysis 7

2.2 Average Daily Traffic (ADT) Counts 8

2.3 Field Observations 8

2.4 Traffic Collision Data 14

3.0 Speed Limit Recommendations 19

LIST OF TABLES

Table 1: Survey Segments 2
Table 2: Speed Survey Summary 9
Table 3: Daily Traffic Counts Summary 11
Table 4: Collision History Summary (Jan. 2013 – Dec. 2017) 15
Table 5: Collision Rate Summary 17
Table 6: Recommended Speed Limits Summary 23

LIST OF FIGURES

Figure 1: Existing Speed Limits 4
Figure 2: Average Daily Traffic Volumes 13
Figure 3: Segments with Recommended Speed Limit Changes 25
Figure 4: Recommended Speed Limits 26

APPENDICES

Appendix A – Recommended Speed Limit Certifications

Appendix B – Speed Survey Data Collection Forms

Appendix C – Average Daily Traffic (ADT) Volumes

1.0 INTRODUCTION

The California State Legislature sets in place the regulations for California speed limits and the California Vehicle Code (CVC) places these regulations into language used primarily for enforcement purposes. Various jurisdictions have responsibility for roadways throughout California, including the responsibility to set speed limits on these roadways according to the standards and procedures established by Caltrans. The guidelines from the *2014 California Manual for Setting Speed Limits published by Caltrans (May 9, 2014)* are used in this study. These guidelines help in establishing speed limits that are uniform throughout the state and avoid influence from political pressure or emotional perceptions.

The purpose of this survey is to evaluate the posted speed limits for 43 segments within the City of Marina and recommend speed limit changes, if any, in accordance with the State of California regulations and guidelines. CVC Section 40802 requires that Engineering and Traffic Survey (E&TS) for speed limits should be conducted at least once every 5, 7 or 10 years based on established criteria. State and local agencies re-evaluate non-statutory speed limits on their street segments that have undergone a significant change in roadway characteristics or surrounding land uses since the speed limits were last reviewed.

Speed limits are established primarily for protecting the public from the behavior of reckless, unreliable, or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed at or below which 85 percent of traffic is moving in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.

Many factors influence drivers and their perception of the safe speed at which to operate a vehicle. These factors should be considered as a whole because it is not practical to consider each individually. The design and physical characteristics of the roadway place limitations on the safe operating speed of vehicles. These characteristics include:

- Roadway geometrics, shoulder condition, grade, alignment, and sight distance
- Roadside development, zoning, and environment
- Parking practices, bicycle and pedestrian activity
- Driveway density
- Signalized or stop-controlled intersections
- Rural, residential or developed areas

This report presents the results of the E&TS conducted in June 2018 for 43 street segments throughout the City of Marina, and includes radar speed surveys, daily traffic counts, accidents summary and analysis of roadway characteristics. The 43 survey segments included in the study are classified as below:

- Two street segments are designated as ‘Expressway’
- 17 street segments are designated as ‘Arterial’
- 23 street segments are designated as ‘Collector’
- One street segment is designated as ‘Local’

The street segments surveyed in this E&TS report are listed in **Table 1**. The existing speed limits for the survey segments are illustrated in **Figure 1**.

Table 1: Survey Segments

#	Street	Survey Limits	Roadway Classification	Roadway Type	# of Lanes	Width (feet)	Length (miles)	Existing Speed Limit (mph)
1	Imjin Parkway	State Route 1 to California Avenue	Expressway	Divided	4	70-80	0.96	45
2	Imjin Parkway	California Avenue to Reservation Road	Expressway	Undivided	2	40	2.03	45
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	Arterial	Divided	4	90	0.68	35
4	Del Monte Boulevard	Reservation Road to Beach Road	Arterial	Divided	4	65	0.44	40
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	Arterial	Undivided	2	50	0.51	40, no sign
6	Reservation Road	Dunes Drive to Beach Road	Arterial	Undivided	2	40	0.34	35
7	Reservation Road	Beach Road to Del Monte Boulevard	Arterial	Undivided	2	40	0.59	35
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	Arterial	Divided	4	90	22.5	35
8b	Reservation Road	Crescent Avenue to California Avenue	Arterial	Undivided	4	90	22.5	40
9	Reservation Road	California Avenue to Salinas Avenue	Arterial	Undivided	4	80	0.44	45
10	Reservation Road	Salinas Avenue to Imjin Parkway	Arterial	Divided	4	60	0.76	55
11	Reservation Road	Imjin Parkway to Blanco Road	Arterial	Divided	5	100	0.63	55
12a	8th Street	2nd Avenue to 3rd Avenue	Collector	Undivided	2	34	0.16	35
12b	8th Street	5th Avenue to Inter-Garrison Road	Arterial	Undivided	2	30	0.62	not posted
13	9th Street	1st Avenue to 2nd Avenue	Arterial	Undivided	2	40	0.31	not posted
14a	2nd Avenue	Divarty Street to 8th Street	Arterial	Divided	2-4	65	16.25	35
14b	2nd Avenue	8th Street to Imjin Parkway	Arterial	Divided	2-4	65	16.25	35
15	Beach Road	Reservation Road to Del Monte Boulevard	Arterial	Undivided	2	50-90	0.27	35, no sign
16	De Forest Road	Beach Road to Reservation Road	Collector	Undivided	2	40	0.87	25
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	Collector	Undivided	2	60	0.45	25
18	Crescent Avenue	Reservation Road to Carmel Avenue	Collector	Undivided	2	45	0.29	30

#	Street	Survey Limits	Roadway Classification	Roadway Type	# of Lanes	Width (feet)	Length (miles)	Existing Speed Limit (mph)
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	Collector	Undivided	2	60	0.46	30
20	Beach Road	Del Monte Boulevard to De Forest Road	Collector	Undivided	2	35	0.52	30
21	California Avenue	Reservation Road to Carmel Avenue	Collector	Undivided	2	50	0.29	35
22	California Avenue	Carmel Avenue to Reindollar Avenue	Collector	Undivided	2	30-60	0.23	30
23	California Avenue	Reindollar Avenue to Imjin Parkway	Arterial	Undivided	2	35	0.69	35
24	California Avenue	Imjin Parkway to 8th Street	Arterial	Undivided	2	20	0.49	not posted
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	Collector	Undivided	2	40	0.92	25
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	Collector	Undivided	2	40	0.55	25, no sign
27	Carmel Avenue	Del Monte Boulevard to California Avenue	Collector	Undivided	2	40	0.76	25
28	Carmel Avenue	California Avenue to Salinas Avenue	Collector	Undivided	2	40	0.44	25, no sign
29	Salinas Avenue	Carmel Avenue to Reservation Road	Collector	Undivided	2	20	0.27	25
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	Collector	Undivided	2	40	0.21	not posted
31	Patton Parkway	Marina High School to California Avenue	Collector	Undivided	2	25	0.47	25
32	Crescent Street	Patton Parkway to Reindollar Avenue	Collector	Undivided	2	40	0.14	not posted
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	Collector	Undivided	2	30	0.28	not posted
34	Seacrest Avenue	Carmel Avenue to Reservation Road	Collector	Undivided	2	40	0.29	not posted
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	Collector	Undivided	2	40	0.28	not posted
36	Lake Drive	Palm Avenue to Reservation Road	Collector	Undivided	2	40	0.39	not posted
37	Palm Avenue	Lake Drive to Del Monte Boulevard	Collector	Undivided	2	40	0.18	25, no sign
38	Abrams Drive	Preston Drive to Imjin Parkway	Collector	Undivided	2	25-40	0.17	30
39	Preston Drive	Abrams Drive to Imjin Parkway	Collector	Undivided	2	30	0.61	25
40	3rd Avenue	Imjin Parkway to 8th Street	Collector	Undivided	2	30	0.37	25

Existing Speed Limit



Posted Speed Limits

55 mph	40 mph	25 mph	X	Segment ID	N
50 mph	35 mph	none posted		Schools	
45 mph	30 mph				

TJKM

Figure 1

1.1 Relevant California Vehicle Code Sections

Applicable California Vehicle Code (CVC) Code sections for conducting an E&TS are summarized below:

CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 400 feet on one side or 300 feet on both sides of a highway.

CVC Section 515 – Residence District: An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a distance of a quarter mile.

CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by state and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential district density (as defined in Section 515) and pedestrian and bicyclist safety.

CVC Section 21400 – Rounding of Speed Limits: Allows for setting the speed limit at the 5 mph increment below the 85th percentile even if mathematical rounding would require the speed to be posted above the 85th percentile. If this option is used, then the additional 5 mph reduction cannot be used. In effect, this law allows an engineer to round down to the nearest increment of the 85th instead of up. The engineer cannot then take a further reduction.

CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and based on an engineering and traffic survey. Even if the maximum speed is raised, certain vehicles are still not permitted to be driven over 55 mph. These are listed below.

- Motor trucks having three or more axles or any truck towing another vehicle
- Passenger vehicles towing other vehicles
- School buses transporting school pupils
- Farm labor vehicles transporting passengers
- Vehicles transporting explosives

CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property. In other words, a driver violates the basic speed law if he or she is driving at unsafe speeds, even if that speed is lower than the posted regulatory speed limit sign.

CVC Section 22351 – Speed Law Violations: States that the speed of any vehicle upon a highway not in excess of the limits specified in CVC Section 22352 or established as authorized in the CVC is lawful unless clearly proved to be in violation of the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway in excess of the prima facie speed limits in CVC Section 22352 or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.

CVC Section 22352 – Prima Facie Speed Limits: Establishes prima facie speed limits for local roads and streets. The term “prima facie”, as used in the CVC, is a speed limit that applies when no other specific

speed limit is posted. It is a Latin term meaning “at first face” or “at first appearance”. It is also defined at “first view” and “before investigation”. Prima facie evidence is evidence sufficient to establish fact, or to raise presumption of fact, unless rebutted. These speed limits shall be applicable unless changed as authorized in the CVC and, if so changed, only when signs have been erected giving notice thereof. It sets two speed limits covering six classes of location.

A speed limit of 15 MPH applies at railroad crossings, at uncontrolled highway intersections with obstructed view, and on alleys. A speed limit of 25 MPH applies on any highway other than State highways in any business or residence district, unless a different limit is established by procedures described in the CVC. The 25 MPH limit also applies in school zones.

CVC Section 22357 (Increase of Local Speed Limits to 65 MPH) and CVC Section 22358 (Decrease of Local Speed Limits): Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, on the basis of an engineering and traffic survey.

CVC Section 22358.3 (Decrease on Narrow Streets) and CVC Section 22358.4 (Decrease of Local Limits Near Schools or Senior Centers): Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers on the basis of engineering and traffic surveys.

CVC Section 22358.5 – Downward Speed Zoning: Physical conditions such as width, curvature, grade, and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning.

CVC Section 40802 (a)(2) – Prima Facie Speed Limits: Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years. This CVC section does not apply to a local street, road or school zone.

CVC Section 40802 (b) – Prima Facie Speed Limits: For purposes of this section, a local street or road is one that is functionally classified as "local" on the "California Road System Maps," that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the "California Road System Maps," it may be defined as a "local street or road" if it primarily provides access to abutting residential property and meets the following three conditions:

- Roadway width of not more than 40 feet.
- Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in CVC Section 445.
- Not more than one traffic lane in each direction.

2.0 Data Collection & Analysis

The basic purpose of this study was to evaluate selected arterial, collector and local streets within the City of Marina limits and to recommend appropriate speed limit revisions consistent with current laws and practices of California. The TJKM team, in coordination with the City of Marina staff, coordinated the E&TS. The data collection procedure and speed survey analysis methodology is briefly discussed below:

2.1 Radar Speed Surveys & Analysis

The speed surveys involve the use of radar guns to collect sample speeds on selected street segments. A key aspect for conducting the surveys is to ensure that street segments with unique characteristics are individually surveyed. The most crucial component of a speed zone survey is the selection of locations for the data collection task. The prevailing speed at the data collection point was selected to be the representative of the entire speed zone area.

The project team worked with the City of Marina staff and finalized the 43 street segments to be analyzed in this E&TS. Radar speed surveys were conducted in June and September 2018 on days with fair weather, clear visibility and dry pavement conditions. The survey locations were selected where the prevailing speeds were representative of the entire street segment and not too close to any traffic control device. The selected locations were situated beyond the influence of stops, dips, curves, parked vehicles and any other condition that may affect the normal rate of travel. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed.

The radar speed surveys for each roadway segment was conducted using calibrated radar equipment by certified technicians. Most samples sizes for a particular segment included 100-200 vehicles. In case of low volume roadways, surveys were conducted for a minimum of a 90 minute period.

A Speed Survey Form was used to collect and summarize the following attributes:

- Street surveyed
- Precise location
- Street direction
- Date/day of the survey
- Start time & end time of survey
- Number of vehicles surveyed
- 85th percentile speed, 50th percentile speed, 10 mile pace
- Percent and number of vehicles observed within the 10 mph pace speed
- Percent and number of vehicles observed below pace
- Percent and number of vehicles observed above pace
- Range of speeds observed and standard deviation

A description of some of the attributes is provided below:

50th Percentile Speed (Median Speed): The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.

85th Percentile Speed (Critical Speed): The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.

10 mph Pace Speed: The 10 mph increment (range) of speeds containing the greatest number of vehicles. In most cases, the 85th percentile speed and the recommended speed lie within the range, frequently in

the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The number of observed vehicles within the 10 mph pace is often between 40 and 80 percent of the entire sample.

AVERAGE SPEED: The average speed is simply the cumulative speed divided by the number of observed vehicles.

SPEED RANGE: The range of speed is simply the speed of the fastest and slowest vehicles observed. A large range of speeds (in excess of 30 mph, for example) indicates less favorable conditions than a smaller range. The greater the range, the more inconsistency in travel speeds with a greater likelihood of traffic Collisions. In general, uniform speeds result in the smooth progression of traffic.

The radar speed survey data was compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, average speed, speed range, 10 mph pace speed and the percent of vehicles observed within the 10 mph pace.

Table 2 presents the speed survey summary with existing speed limits, median speed, critical speed, 10 mile pace speed, and the percent of vehicles observed within pace. The completed speed survey forms for all 43 study segments are included in **Appendix B.**

2.2 AVERAGE DAILY TRAFFIC (ADT) COUNTS

The TJKM team conducted average daily traffic (ADT) counts across all study segments. These counts were used to determine the accident rates for each segment, which in turn was used as a factor in determining the appropriate speed limit for each segment. **Table 3** summarizes the roadway classification, orientation, directional traffic volumes and total traffic volumes for all of the study segments. The existing average daily traffic volumes for the survey segments are illustrated in **Figure 2.**

2.3 FIELD OBSERVATIONS

A final field check was conducted by driving each study segment while "floating" with prevailing traffic to determine the speed of traffic that is reasonable from the engineer's viewpoint. The traffic engineer evaluates the appropriateness of the 85th percentile speed and adds the perspective of human judgment to set the appropriate speed limit. Factors such as roadside development, the number and location of driveways, parked vehicles; emergency shoulder areas, schools and playgrounds, areas frequented by pedestrians, horizontal and vertical alignment of the roadway, intersection spacing, visibility and control, landscaping, street fixtures, and other less tangible factors, all contribute to finalizing the recommended speed limits.

Table 2: Speed Survey Summary

#	Street	Survey Limits	Existing Speed Limit (mph)	Speed Survey Results (mph)			
				Median	85th Percentile	10-Mile Pace	Percent w/in Pace
1	Imjin Parkway	State Route 1 to California Avenue	45	50	53	44-53	84%
2	Imjin Parkway	California Avenue to Reservation Road	45	50	54	45-54	82%
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	35	38	43	34-43	84%
4	Del Monte Boulevard	Reservation Road to Beach Road	40	36	41	31-40	77%
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	40, no sign	40	45	35-44	72%
6	Reservation Road	Dunes Drive to Beach Road	35	30	36	27-36	54%
7	Reservation Road	Beach Road to Del Monte Boulevard	35	27	31	22-31	80%
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	35	30	36	26-35	64%
8b	Reservation Road	Crescent Avenue to California Avenue	40	40	47	36-45	56%
9	Reservation Road	California Avenue to Salinas Avenue	45	45	51	40-49	68%
10	Reservation Road	Salinas Avenue to Imjin Parkway	55	44	50	38-47	57%
11	Reservation Road	Imjin Parkway to Blanco Road	55	55	59	50-59	72%
12a	8th Street	2nd Avenue to 3rd Avenue	35	16	24	12-21	74%
12b	8th Street	5th Avenue to Inter-Garrison Road	not posted	34	40	29-38	74%
13	9th Street	1st Avenue to 2nd Avenue	not posted	26	31	20-29	75%
14a	2nd Avenue	Divarty Street to 8th Street	35	38	44	32-41	78%
14b	2nd Avenue	8th Street to Imjin Parkway	35	28	32	23-32	81%
15	Beach Road	Reservation Road to Del Monte Boulevard	35, no sign	29	34	24-33	72%
16	De Forest Road	Beach Road to Reservation Road	25	30	35	25-34	81%
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	25	27	31	25-34	84%
18	Crescent Avenue	Reservation Road to Carmel Avenue	30	30	34	26-35	82%

#	Street	Survey Limits	Existing Speed Limit (mph)	Speed Survey Results (mph)			
				Median	85th Percentile	10-Mile Pace	Percent w/in Pace
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	30	29	35	24-33	59%
20	Beach Road	Del Monte Boulevard to De Forest Road	30	30	35	26-35	73%
21	California Avenue	Reservation Road to Carmel Avenue	35	35	40	30-39	69%
22	California Avenue	Carmel Avenue to Reindollar Avenue	30	22	26	17-26	82%
23	California Avenue	Reindollar Avenue to Imjin Parkway	35	39	44	34-43	75%
24	California Avenue	Imjin Parkway to 8th Street	not posted	24	29	20-29	76%
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	25	18	23	15-24	80%
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	25, no sign	25	30	21-30	67%
27	Carmel Avenue	Del Monte Boulevard to California Avenue	25	27	31	22-31	67%
28	Carmel Avenue	California Avenue to Salinas Avenue	25, no sign	22	27	17-26	67%
29	Salinas Avenue	Carmel Avenue to Reservation Road	25	22	26	18-27	76%
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	not posted	25	30	20-29	72%
31	Patton Parkway	Marina High School to California Avenue	25	37	45	30-39	65%
32	Crescent Street	Patton Parkway to Reindollar Avenue	not posted	27	31	23-32	78%
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	not posted	25	29	21-30	73%
34	Seacrest Avenue	Carmel Avenue to Reservation Road	not posted	28	33	24-33	73%
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	not posted	26	30	21-30	79%
36	Lake Drive	Palm Avenue to Reservation Road	not posted	24	30	20-29	57%
37	Palm Avenue	Lake Drive to Del Monte Boulevard	25, no sign	21	26	17-26	78%
38	Abrams Drive	Preston Drive to Imjin Parkway	30	31	35	27-36	84%
39	Preston Drive	Abrams Drive to Imjin Parkway	25	30	34	25-34	81%
40	3rd Avenue	Imjin Parkway to 8th Street	25	26	31	20-29	78%

Table 3: Daily Traffic Counts Summary

#	Street	Survey Limits	Direction	Roadway Classification	Daily Traffic Volumes		
					NB/EB	SB/WB	Two Way Total
1	Imjin Parkway	State Route 1 to California Avenue	EB/WB	Expressway	13983	14060	28,043
2	Imjin Parkway	California Avenue to Reservation Road	EB/WB	Expressway	12388	13851	26,239
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	NB/SB	Arterial	9860	9050	18,910
4	Del Monte Boulevard	Reservation Road to Beach Road	NB/SB	Arterial	4392	3701	8,093
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	NB/SB	Arterial	3817	3317	7,134
6	Reservation Road	Dunes Drive to Beach Road	EB/WB	Arterial	4367	5033	9,400
7	Reservation Road	Beach Road to Del Monte Boulevard	NB/SB	Arterial	4388	4619	9,007
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	EB/WB	Arterial	9876	9336	19,212
8b	Reservation Road	Crescent Avenue to California Avenue	EB/WB	Arterial	9635	9015	18,650
9	Reservation Road	California Avenue to Salinas Avenue	EB/WB	Arterial	8105	7846	15,951
10	Reservation Road	Salinas Avenue to Imjin Parkway	EB/WB	Arterial	8148	8185	16,333
11	Reservation Road	Imjin Parkway to Blanco Road	EB/WB	Arterial	15760	16170	31,930
12a	8th Street	2nd Avenue to 3rd Avenue	EB/WB	Collector	112	169	281
12b	8th Street	5th Avenue to Inter-Garrison Road	EB/WB	Arterial	1147	961	2,108
13	9th Street	1st Avenue to 2nd Avenue	EB/WB	Arterial	283	496	779
14a	2nd Avenue	Divarty Street to 8th Street	NB/SB	Arterial	1755	2235	3,990
14b	2nd Avenue	8th Street to Imjin Parkway	NB/SB	Arterial	8231	8744	16,975
15	Beach Road	Reservation Road to Del Monte Boulevard	EB/WB	Arterial	2578	3033	5,611
16	De Forest Road	Beach Road to Reservation Road	NB/SB	Collector	857	1004	1,861
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	NB/SB	Collector	473	608	1,081
18	Crescent Avenue	Reservation Road to Carmel Avenue	NB/SB	Collector	1854	1916	3,770

#	Street	Survey Limits	Direction	Roadway Classification	Daily Traffic Volumes		
					NB/EB	SB/WB	Two Way Total
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	NB/SB	Collector	464	484	948
20	Beach Road	Del Monte Boulevard to De Forest Road	EB/WB	Collector	1639	1370	3,009
21	California Avenue	Reservation Road to Carmel Avenue	NB/SB	Collector	1895	2221	4,116
22	California Avenue	Carmel Avenue to Reindollar Avenue	NB/SB	Collector	1813	2367	4,180
23	California Avenue	Reindollar Avenue to Imjin Parkway	NB/SB	Arterial	2868	3173	6,041
24	California Avenue	Imjin Parkway to 8th Street	NB/SB	Arterial	315	344	659
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	EB/WB	Collector	1124	1222	2,346
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	EB/WB	Collector	1186	1365	2,551
27	Carmel Avenue	Del Monte Boulevard to California Avenue	EB/WB	Collector	2351	2423	4,774
28	Carmel Avenue	California Avenue to Salinas Avenue	EB/WB	Collector	452	418	870
29	Salinas Avenue	Carmel Avenue to Reservation Road	NB/SB	Collector	160	143	303
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	NB/SB	Collector	317	395	712
31	Patton Parkway	Marina High School to California Avenue	EB/WB	Collector	279	379	658
32	Crescent Street	Patton Parkway to Reindollar Avenue	NB/SB	Collector	648	518	1,166
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	NB/SB	Collector	546	487	1,033
34	Seacrest Avenue	Carmel Avenue to Reservation Road	NB/SB	Collector	2282	2384	4,666
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	NB/SB	Collector	1771	2003	3,774
36	Lake Drive	Palm Avenue to Reservation Road	NB/SB	Collector	648	826	1,474
37	Palm Avenue	Lake Drive to Del Monte Boulevard	EB/WB	Collector	1827	1722	3,549
38	Abrams Drive	Preston Drive to Imjin Parkway	NB/SB	Collector	1430	1636	3,066
39	Preston Drive	Abrams Drive to Imjin Parkway	EB/WB	Collector	972	736	1,708
40	3rd Avenue	Imjin Parkway to 8th Street	NB/SB	Collector	368	635	1,003

Average Daily Traffic



Posted Speed Limits

X Segment ID

xx Average Daily Traffic Volume

N

TJKM

2.4 Traffic Collision Data

Collisions reported at study roadway segments were obtained from the Statewide Integrated Traffic Records System (SWITRS) database for a period of 5 years from January 2013 to December 2017. Collision rates are a significant factor in determining the appropriate speed limits.

Table 4 summarizes the type and the total number of collisions for all study segments. **Table 5** summarizes the collision rate for the study segments in comparison with the statewide averages.

Definitions for Collision Types: The types of collisions and their definitions as defined by CHP are listed below:

	**Head-On:** Two motor vehicles, approaching from opposite directions, make direct contact. For example, the front of one vehicle collides with the front of another, or prior to impact, one vehicle skids sideways, causing the side of the skidding vehicle to collide with the front of the other.
	**Sideswipe:** One motor vehicle strikes the side of another with a glancing blow. For example, two vehicles are proceeding in the same direction or from opposite directions, and the side of one vehicle strikes the side of the other.
	**Rear End:** Two motor vehicles, traveling in the same direction, make direct contact. For example, the front of one vehicle strikes the rear of another vehicle, or Vehicle #1 approaches Vehicle #2 from the rear and skids sideways during a braking action, causing the side of Vehicle #1 to strike the rear of Vehicle #2.
	**Broadside:** One motor vehicle strikes another vehicle at an angle greater than that of a sideswipe.
	**Hit Object:** A motor vehicle strikes a fixed object or other object.
	**Overturned:** A motor vehicle overturns and no prior collision or hitting an object caused the overturning. This would include a motorcyclist losing control, causing the vehicle to lie down on its side.
	**Auto/Ped:** A vehicle strikes a pedestrian.
	**Other:** A collision not covered in the preceding elements. This entry shall be explained in the narrative, such as a vehicle involved with - a bicycle, train, or animal; an automobile fire; passengers falling or jumping from a vehicle; a vehicle backing; a bicycle involved with a pedestrian or another bicycle, etc.

Table 4: Collision History Summary (Jan. 2013 – Dec. 2017)

#	Street	Survey Limits	Total # of Accidents	Accident Type							
				Head-On	Sideswipe	Rear End	Broadside	Hit Object	Overturned	Auto/Ped	Other
1	Imjin Parkway	State Route 1 to California Avenue	160	4	19	92	32	11			2
2	Imjin Parkway	California Avenue to Reservation Road	233	3	26	159	15	18	5	4	3
3	Del Monte Blvd.	SR1/Reindollar Ave. to Reservation Rd.	133	2	23	53	42	5		5	3
4	Del Monte Blvd.	Reservation Road to Beach Road	31	1	2	3	10	12	2		1
5	Del Monte Blvd.	Beach Road to Marina Greens Drive	17	1	2	3	7	1		2	1
6	Reservation Road	Dunes Drive to Beach Road	24	2	6	9	5			2	
7	Reservation Road	Beach Road to Del Monte Boulevard	35	1	6	5	4	15			4
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	94	2	18	43	17	7		2	5
8b	Reservation Road	Crescent Avenue to California Avenue	49	4	14	16	10	2		1	2
9	Reservation Road	California Avenue to Salinas Avenue	8		2	4	2				
10	Reservation Road	Salinas Avenue to Imjin Parkway	15		2	7	5				1
11	Reservation Road	Imjin Parkway to Blanco Road	50	2	8	25	7	7	1		
12a	8th Street	2nd Avenue to 3rd Avenue	1				1				
12b	8th Street	5th Avenue to Inter-Garrison Road	4	1			1	2			
13	9th Street	1st Avenue to 2nd Avenue	4		1		2	1			
14a	2nd Avenue	Divarty Street to 8th Street	1			1					
14b	2nd Avenue	8th Street to Imjin Parkway	22		7	5	4	3			3
15	Beach Road	Reservation Rd. to Del Monte Blvd.	29	2	8	3	6	4		1	5
16	De Forest Road	Beach Road to Reservation Road	13		2	4	4	1		1	1
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	5	2	2		1				
18	Crescent Avenue	Reservation Road to Carmel Avenue	13		1	1	5	2	1	1	2

#	Street	Survey Limits	Total # of Accidents	Accident Type							
				Head-On	Sideswipe	Rear End	Broadside	Hit Object	Overturned	Auto/Ped	Other
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	3	1		1		1			
20	Beach Road	Del Monte Boulevard to De Forest Road	21	2	8	4	3	3			1
21	California Avenue	Reservation Road to Carmel Avenue	6		1	1	1	1		2	
22	California Avenue	Carmel Avenue to Reindollar Avenue	5		1	1	1	2			
23	California Avenue	Reindollar Avenue to Imjin Parkway	14	2	1	4	4	2	1		
24	California Avenue	Imjin Parkway to 8th Street	2			1					1
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	28	1	11	2	8	4			2
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	4	1		1	1	1			
27	Carmel Avenue	Del Monte Boulevard to California Avenue	55	3	16	15	14	3		2	2
28	Carmel Avenue	California Avenue to Salinas Avenue	13	1	4	5	2	1			
29	Salinas Avenue	Carmel Avenue to Reservation Road	0								
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	4		1	2	1				
31	Patton Parkway	Marina High School to California Ave.	2	1			1				
32	Crescent Street	Patton Parkway to Reindollar Avenue	4		2	1	1				
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	4	1	1		1	1			
34	Seacrest Avenue	Carmel Avenue to Reservation Road	14	2	6	2	1	2		1	
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	16		7	4	3			1	1
36	Lake Drive	Palm Avenue to Reservation Road	13	2	2	2	2	4			1
37	Palm Avenue	Lake Drive to Del Monte Boulevard	12	2	2	3	4				1
38	Abrams Drive	Preston Drive to Imjin Parkway	5	1	1	1	1	1			
39	Preston Drive	Abrams Drive to Imjin Parkway	4		1	1	2				
40	3rd Avenue	Imjin Parkway to 8th Street	1					1			

Table 5: Collision Rate Summary

#	Street	Survey Limits	# of Collisions (Jan. 2013 – Dec. 2017)	Collision Rate	State Average Collision Rate	Less than State Average?
1	Imjin Parkway	State Route 1 to California Avenue	160	3.27	0.92	NO
2	Imjin Parkway	California Avenue to Reservation Road	233	2.40	0.68	NO
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	133	5.64	1.3	NO
4	Del Monte Boulevard	Reservation Road to Beach Road	31	4.79	1.3	NO
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	17	2.57	1.37	NO
6	Reservation Road	Dunes Drive to Beach Road	24	4.12	1.37	NO
7	Reservation Road	Beach Road to Del Monte Boulevard	35	3.64	1.37	NO
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	94	5.30	1.3	94
8b	Reservation Road	Crescent Avenue to California Avenue	49	3.25	1.61	49
9	Reservation Road	California Avenue to Salinas Avenue	8	0.63	1.61	YES
10	Reservation Road	Salinas Avenue to Imjin Parkway	15	0.66	1.3	YES
11	Reservation Road	Imjin Parkway to Blanco Road	50	1.36	1.3	NO
12a	8th Street	2nd Avenue to 3rd Avenue	1	12.11	1.37	NO
12b	8th Street	5th Avenue to Inter-Garrison Road	4	1.67	1.37	NO
13	9th Street	1st Avenue to 2nd Avenue	4	9.22	1.37	NO
14a	2nd Avenue	Divarty Street to 8th Street	1	0.23	1.37	YES
14b	2nd Avenue	8th Street to Imjin Parkway	22	1.58	1.37	NO
15	Beach Road	Reservation Road to Del Monte Boulevard	29	10.56	1.37	NO
16	De Forest Road	Beach Road to Reservation Road	13	4.42	1.37	NO
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	5	5.62	1.37	NO
18	Crescent Avenue	Reservation Road to Carmel Avenue	13	6.51	1.37	NO
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	3	3.73	1.37	NO

#	Street	Survey Limits	# of Collisions (Jan. 2013 – Dec. 2017)	Collision Rate	State Average Collision Rate	Less than State Average?
20	Beach Road	Del Monte Boulevard to De Forest Road	21	7.29	1.37	NO
21	California Avenue	Reservation Road to Carmel Avenue	6	2.75	1.37	NO
22	California Avenue	Carmel Avenue to Reindollar Avenue	5	2.87	1.37	NO
23	California Avenue	Reindollar Avenue to Imjin Parkway	14	1.84	1.37	NO
24	California Avenue	Imjin Parkway to 8th Street	2	3.40	1.37	NO
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	28	7.12	1.37	NO
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	4	1.56	1.37	NO
27	Carmel Avenue	Del Monte Boulevard to California Avenue	55	8.35	1.37	NO
28	Carmel Avenue	California Avenue to Salinas Avenue	13	18.80	1.37	NO
29	Salinas Avenue	Carmel Avenue to Reservation Road	0	0.00	1.37	YES
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	4	14.41	1.37	NO
31	Patton Parkway	Marina High School to California Avenue	2	3.58	1.37	NO
32	Crescent Street	Patton Parkway to Reindollar Avenue	4	13.80	1.37	NO
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	4	7.46	1.37	NO
34	Seacrest Avenue	Carmel Avenue to Reservation Road	14	5.76	1.37	NO
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	16	8.21	1.37	NO
36	Lake Drive	Palm Avenue to Reservation Road	13	12.31	1.37	NO
37	Palm Avenue	Lake Drive to Del Monte Boulevard	12	10.20	1.37	NO
38	Abrams Drive	Preston Drive to Imjin Parkway	5	5.24	1.37	NO
39	Preston Drive	Abrams Drive to Imjin Parkway	4	2.10	1.37	NO
40	3rd Avenue	Imjin Parkway to 8th Street	1	1.48	1.37	NO

Note: The segments below the statewide average collision rate would be considered to be non-hazardous.

3.0 SPEED LIMIT RECOMMENDATIONS

The setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds.

In 2004, in order to better conform to the standards established in the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*, the speed zoning section of the California MUTCD was changed to require rounding the 85th percentile to the nearest 5 mph increment rather than the lower 5 mph increment. This specific guideline revision resulted in raising certain street speed limits and had become a challenge to state and local jurisdictions.

In 2007, the California Traffic Control Devices Committee (CTCDC) ruled to approve a language change in the CA MUTCD to clarify how local speed limits should be set. Caltrans ultimately issued a *Traffic Operations Policy Directive (TOPD No. 09-04)*, effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the CA MUTCD. The changes are summarized below:

- Posted speed limits will be set "rounded to the nearest" 5 mph increment of the 85th percentile speed.
- Jurisdictions can lower this speed by an additional 5 mph based on and justified by conditions and factors cited in the California Vehicle Code.

Studies of the effects of establishing, raising and lowering speed limits include federal studies FHWA-RD-92-084 and FHWA-RD-98-154. These studies demonstrate that the most effective attribute in establishing the speed limit is to determine the 85th percentile speed and set the posted speed close to that value. The empirical data in these studies demonstrates that setting the speed limit too high or too low can increase collisions. Speed limits that are set near the 85th percentile speed of free flowing traffic are safer and produce less variance in vehicle speeds. Because of this, the 85th percentile is used to establish the upper limit of operating speeds that are considered reasonable and prudent. In addition, setting the speed limit arbitrarily low often makes violators of a disproportionate number of drivers, does not facilitate the orderly movement of traffic, and requires constant enforcement to maintain compliance.

The 2014 Edition of the CA MUTCD requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in compliance with CVC Sections 627 and CVC 22358.5. According to CVC 21400, for cases in which the nearest 5 mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used. The following examples are provided to explain the application of these speed limit criteria:

- If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and

justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Section 2B.13 of the 2014 CA MUTCD specifies that the above examples apply to all E&TS performed on or after July 1, 2009, as outlined in *Traffic Operations Policy Directive (No. 09-04)*, described above. The section further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

- Road characteristics, shoulder condition, grade, alignment, and sight distance
- 10 mph pace speed (a 10 mile range in which the highest number of data is recorded)
- Roadside development and environment
- Parking practices and bicycle/pedestrian activity
- Reported crash experience for at least a 12-month period

In addition to the technical factors described above, the following factors may be considered when determining the final speed limit, within the requirements described above:

- Avoid changing the existing posted speed limit, unless roadway or land use characteristics have changed since the previous E&TS
- Avoid frequent speed limit increases and decreases along a roadway
- Minimize the number of 5 mph speed limit increases or decreases along a roadway

The guidelines from the *2014 California Manual for Setting Speed Limits (May 9, 2014; updated March 9, 2018)* published by Caltrans were followed in this study. The speed limit recommendations are proposed for the 43 street segments in the study based on the above discussed guidelines and speed data analysis. The speed limit for each study segment was recommended after determining the average speed, 85th percentile speed, pace speed and considering other significant factors such as existing land use, roadway design characteristics and accident rates. **Appendix A** presents the results of the traffic survey analyses, which include prevailing speed data, accident history, traffic factors, and roadway conditions. The recommended speed limit for each street segment is also shown with a comment on the rationale for the recommendation.

Table 6 shows the existing and recommended speed limits for all of the 43 study segments. **Figure 3** illustrates segments with recommended speed limit changes, and **Figure 4** shows the recommended speed limit for all of the study segments. The recommendations are highlighted below:

AN INCREASE OF 5 MPH IN SPEED LIMIT IS RECOMMENDED FOR SEVEN ROADWAY SEGMENTS:

1) Segment #1 Imjin Parkway from State Route 1 to California Avenue
2) Segment #2 Imjin Parkway from Imjin Road to Reservation Road
3) Segment #3 Del Monte Boulevard from SR1/Reindollar Avenue to Reservation Road
4) Segment #16 De Forest Road from Beach Road to Reservation Road
5) Segment #23 California Avenue from Reindollar Avenue to Imjin Parkway
6) Segment #26 Reindollar Avenue/Bostick Avenue from California Avenue to Carmel Avenue
7) Segment #39 Preston Drive from Abrams Drive to Imjin Parkway

A DECREASE OF 5 MPH IN SPEED LIMIT IS RECOMMENDED FOR TWO ROADWAY SEGMENTS:

1) Segment #7 Reservation Road from Beach Road to Del Monte Boulevard

2) Segment #22 California Avenue from Carmel Avenue to Reindollar Avenue

AN INCREASE OF 10 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

1) Segment #14a 2nd Avenue from Divarty Street to 8th Street

A DECREASE OF 10 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

1) Segment #12a 8th Street from 2nd Avenue to 3rd Avenue

AN INCREASE OF 15 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

1) Segment #31 Patton Parkway from Marina High School to California Avenue

THERE IS NO CHANGE IN SPEED LIMITS FOR THE FOLLOWING 22 ROADWAY SEGMENTS:

1) Segment #4 Del Monte Boulevard from Reservation Road to Beach Road
2) Segment #5 Del Monte Boulevard from Beach Road to Marina Greens Drive
3) Segment #6 Reservation Road from Dunes Drive to Beach Road
4) Segment #8a Reservation Road from Del Monte Boulevard to Crescent Avenue
5) Segment #8b Reservation Road from Crescent Avenue to California Avenue
6) Segment #9 Reservation Road from California Avenue to Salinas Avenue
7) Segment #10 Reservation Road from Salinas Avenue to Imjin Parkway
8) Segment #11 Reservation Road from Imjin Parkway to Blanco Road
9) Segment #14b 2nd Avenue from 8th Street to Imjin Parkway
10) Segment #15 Beach Road from Reservation Road to Del Monte Boulevard
11) Segment #17 Crescent Avenue from Quebrada Del Mar to Reservation Road
12) Segment #18 Crescent Avenue from Reservation Road to Carmel Avenue
13) Segment #19 Cardoza Avenue from Reservation Road to Aaron Way (End)
14) Segment #20 Beach Road from Del Monte Boulevard to De Forest Road
15) Segment #21 California Avenue from Reservation Road to Carmel Avenue
16) Segment #25 Reindollar Avenue from Del Monte Boulevard to California Avenue
17) Segment #27 Carmel Avenue from Del Monte Boulevard to California Avenue
18) Segment #28 Carmel Avenue from California Avenue to Salinas Avenue
19) Segment #29 Salinas Avenue from Carmel Avenue to Reservation Road
20) Segment #37 Palm Avenue from Lake Drive to Del Monte Boulevard
21) Segment #38 Abrams Drive from Preston Drive to Imjin Parkway
22) Segment #40 3rd Avenue from Imjin Parkway to 8th Street

ESTABLISHING A POSTED SPEED LIMIT IS RECOMMENDED FOR NINE SEGMENTS:

1) Segment #12b 8th Street from 5th Avenue to Inter-Garrison Road
2) Segment #13 9th Street from 1st Avenue to 2nd Avenue
3) Segment #24 California Avenue from Imjin Parkway to 8th Street
4) Segment #30 Paul Davis Drive from Healy Avenue to Marina Greens Driver
5) Segment #32 Crescent Street from Patton Parkway to Reindollar Avenue

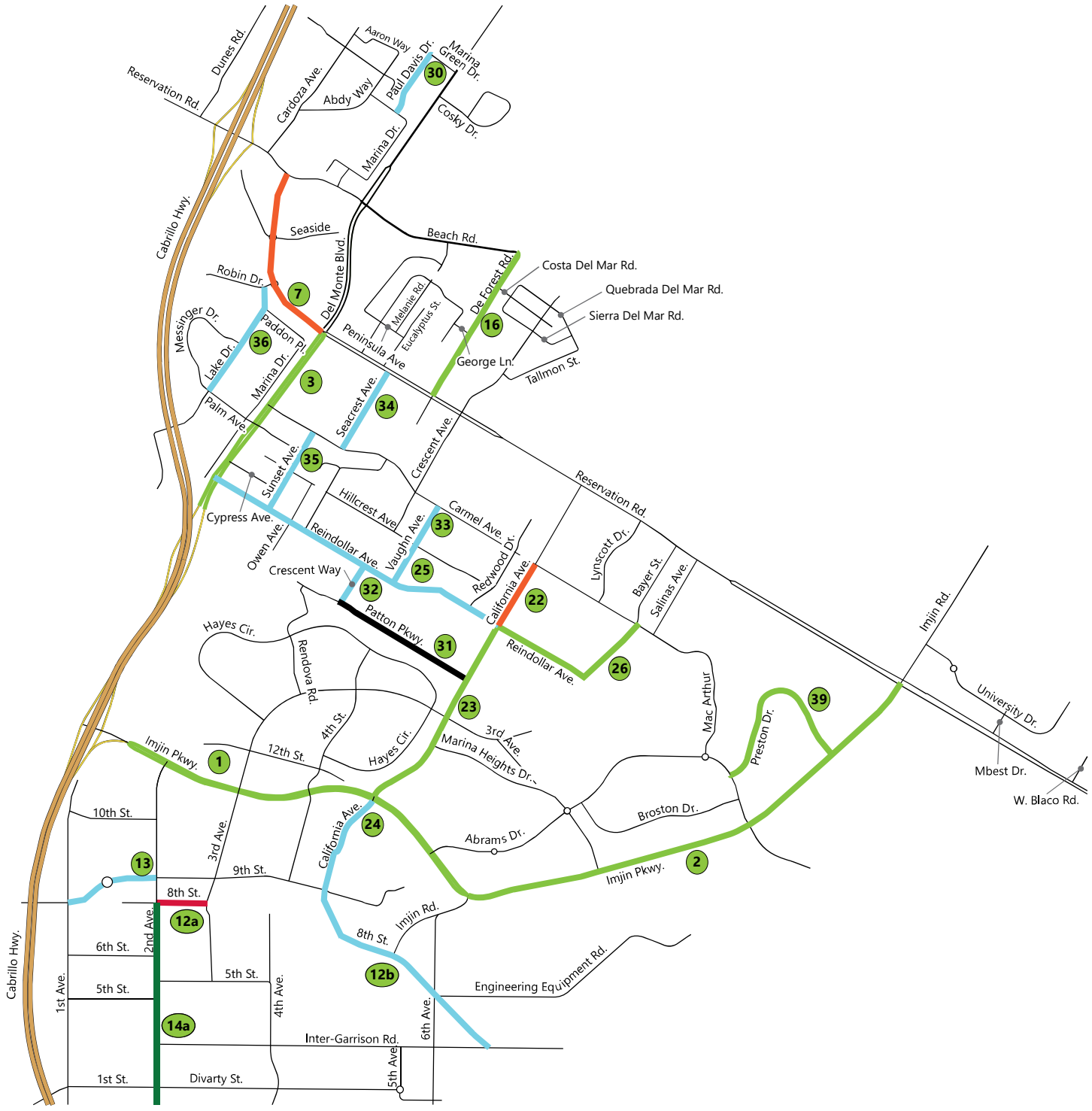
6) Segment #33 Vaughn Avenue from Reindollar Avenue to Carmel Avenue
7) Segment #34 Seacrest Avenue from Carmel Avenue to Reservation Road
8) Segment #35 Sunset Avenue from Reindollar Avenue to Carmel Avenue
9) Segment #36 Lake Drive from Palm Avenue to Reservation Road

Table 6: Recommended Speed Limits Summary

#	Street	Survey Limits	Width (feet)	Speed (mph)			Changes to Existing Speed Limit
				Existing	85th Percentile	Recommended	
1	Imjin Parkway	State Route 1 to California Avenue	70-80	45	53	50	5
2	Imjin Parkway	California Avenue to Reservation Road	40	45	54	50	5
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	90	35	43	40	5
4	Del Monte Boulevard	Reservation Road to Beach Road	65	40	41	40	0
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	50	40, no sign	45	40	0
6	Reservation Road	Dunes Drive to Beach Road	40	35	36	35	0
7	Reservation Road	Beach Road to Del Monte Boulevard	40	35	31	30	-5
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	90	35	36	35	0
8b	Reservation Road	Crescent Avenue to California Avenue	90	40	47	40	0
9	Reservation Road	California Avenue to Salinas Avenue	80	45	51	45	0
10	Reservation Road	Salinas Avenue to Imjin Parkway	60	55	50	55	0
11	Reservation Road	Imjin Parkway to Blanco Road	100	55	59	55	0
12a	8th Street	2nd Avenue to 3rd Avenue	34	35	24	25	-10
12b	8th Street	5th Avenue to Inter-Garrison Road	30	not posted	40	40	New
13	9th Street	1st Avenue to 2nd Avenue	40	not posted	31	30	New
14a	2nd Avenue	Divarty Street to 8th Street	65	35	44	45	10
14b	2nd Avenue	8th Street to Imjin Parkway	65	35	32	35	0
15	Beach Road	Reservation Road to Del Monte Boulevard	50-90	35, no sign	34	35	0
16	De Forest Road	Beach Road to Reservation Road	40	25	35	30	5
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	60	25	31	25	0
18	Crescent Avenue	Reservation Road to Carmel Avenue	45	30	34	30	0

#	Street	Survey Limits	Width (feet)	Speed (mph)			Changes to Existing Speed Limit
				Existing	85th Percentile	Recommended	
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	60	30	35	30	0
20	Beach Road	Del Monte Boulevard to De Forest Road	35	30	35	30	0
21	California Avenue	Reservation Road to Carmel Avenue	50	35	40	35	0
22	California Avenue	Carmel Avenue to Reindollar Avenue	30-60	30	26	25	-5
23	California Avenue	Reindollar Avenue to Imjin Parkway	35	35	44	40	5
24	California Avenue	Imjin Parkway to 8th Street	20	not posted	29	30	New
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	40	25	23	25	0
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	40	25, no sign	30	30	5
27	Carmel Avenue	Del Monte Boulevard to California Avenue	40	25	31	25	0
28	Carmel Avenue	California Avenue to Salinas Avenue	40	25, no sign	27	25	0
29	Salinas Avenue	Carmel Avenue to Reservation Road	20	25	26	25	0
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	40	not posted	30	30	New
31	Patton Parkway	Marina High School to California Avenue	25	25	45	40	15
32	Crescent Street	Patton Parkway to Reindollar Avenue	40	not posted	31	25	New
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	30	not posted	29	25	New
34	Seacrest Avenue	Carmel Avenue to Reservation Road	40	not posted	33	30	New
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	40	not posted	30	25	New
36	Lake Drive	Palm Avenue to Reservation Road	40	not posted	30	30	New
37	Palm Avenue	Lake Drive to Del Monte Boulevard	40	25, no sign	26	25	0
38	Abrams Drive	Preston Drive to Imjin Parkway	25-40	30	35	30	0
39	Preston Drive	Abrams Drive to Imjin Parkway	30	25	34	30	5
40	3rd Avenue	Imjin Parkway to 8th Street	30	25	31	25	0

Recommended Speed Limit Changes



LEGEND

- Increase by 5 mph
- Increase by 10 mph
- Increase by 15 mph
- Reduce by 5 mph
- Reduce by 10 mph
- Establish New Speed Limit
- (X) Segment ID

N

TJKM

280-002 | 05/15/20

Figure 3

Recommended Speed Limits



Recommended Speed Limits

55 mph	40 mph	25 mph	
50 mph	35 mph	X	Segment ID
45 mph	30 mph		

N

TJKM

APPENDIX A

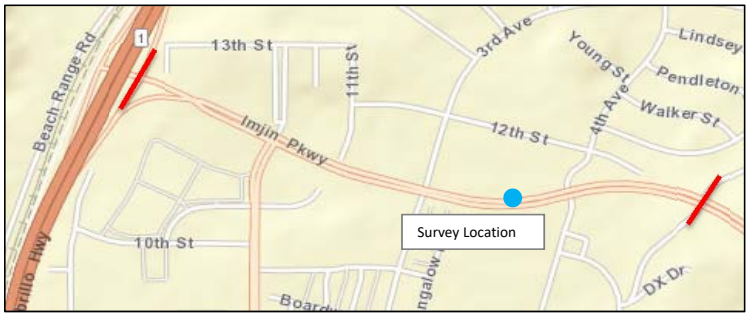
RECOMMENDED SPEED LIMIT CERTIFICATIONS

Street: Imjin Pkwy
Limits: State Route 1 to California Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o 4th St.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	176
85th Percentile (mph)	53
10 mph Pace	44-53
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	28,043
Length of Segment (mi.)	0.96
Street Classification	Expressway

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	160
Accident Rate (Acc/MVM)	3.27
Statewide Average Accident Rate	0.92

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped.
Roadway Geometrics	Two-lane divided roadway with raised medians, bike lanes, and a parallel bike path on the south side. Sidewalks are present on the north side and on the south side south of 2nd Street. Signalized intersections have turn pockets and crosswalks. The segment features vertical curves near California Avenue.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 50 mph. The **high collision rate** and **presence of bicyle lanes and pedestrian crossings** indicate that further increases may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**Yes**
Existing Speed Limit: 45 mph	**Recommended Speed Limit: 50 mph**

.3 This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Imjin Pkwy
Limits: California Ave. to Reservation Rd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Marina Heights Dr.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	177
85th Percentile (mph)	54
10 mph Pace	45-54
Percent in Pace	82%



B. Traffic Factors

Average Daily Traffic (ADT)	26,239
Length of Segment (mi.)	2.03
Street Classification	Expressway

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	233
Accident Rate (Acc/MVM)	2.4
Statewide Average Accident Rate	0.68

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped.
Roadway Geometrics	Two-lane roadway with raised medians west of Imjin Road and double yellow center striping between California Ave. and Reservation Rd. Bike lanes are present along the segment. Signalized intersections have turn pockets and crosswalks. The segment features vertical and horizontal curves east of California Ave.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 50 mph. The **high collision rate** and **presence of bicyle lanes and pedestrian crossings** indicate that further increases may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**Yes**
Existing Speed Limit: 45 mph	**Recommended Speed Limit: 50 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

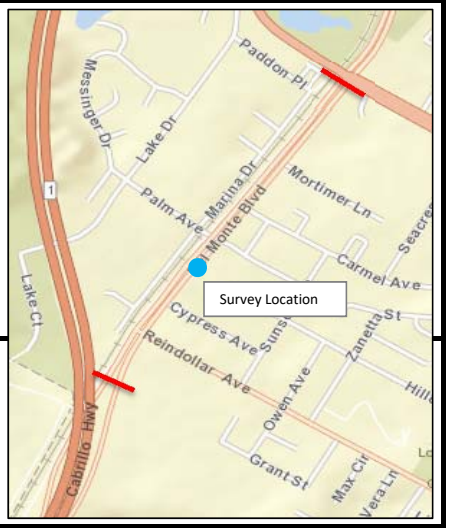
Title: Vice President, TJKM Transportation Consultants

Street: Del Monte Blvd.
Limits: SR1/Reindollar Ave. to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Palm Ave.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	158
85th Percentile (mph)	43
10 mph Pace	34-43
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	18,910
Length of Segment (mi.)	0.68
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	133
Accident Rate (Acc/MVM)	5.64
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally commercial on the east side. Railroad tracks run parallel to the west side.
Roadway Geometrics	Four-lane divided roadway with raised medians, with sidewalks and commercial driveways on the east side only. Signalized intersections have turn pockets and crosswalks. There is a parallel bike path on the west side, and school crossings at Palm Ave. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 40 mph. The high collision rate and presence of pedestrian crossings indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.
Speed Limit Change?	**Yes**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Del Monte Blvd.
Limits: Reservation Rd. to Beach Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o Beach Rd.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	40
# Speed Data Collected	204
85th Percentile (mph)	41
10 mph Pace	31-40
Percent in Pace	77%

B. Traffic Factors

Average Daily Traffic (ADT)	8,093
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	31
Accident Rate (Acc/MVM)	4.79
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are commercial, with two parks.
Roadway Geometrics	Four-lane divided roadway with raised medians, with sidewalks on the east side only. There is a roundabout with crosswalks at the northern segment limit and a signalized intersection with turn pockets and crosswalks at the southern limit. There is a parallel bike path on the west side, The segment features gentle vertical and horizontal curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. This is further supported by the **high collision rate**, and **for consistency with adjacent roadway segments**.

Speed Limit Change?	**No**
Existing Speed Limit: 40 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Del Monte Blvd.
Limits: Beach Rd. to Marina Greens Dr.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o Cosky Dr.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	40, not posted
# Speed Data Collected	212
85th Percentile (mph)	45
10 mph Pace	35-44
Percent in Pace	72%

B. Traffic Factors

Average Daily Traffic (ADT)	7,134
Length of Segment (mi.)	0.51
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	17
Accident Rate (Acc/MVM)	2.57
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are multifamily residential.
Roadway Geometrics	Two-lane roadway with double yellow center striping and raised medians immediately north of Beach Road. Sidewalks are present on the east side only. The roundabout intersection at Beach Road provides the only crosswalks on the segment. Parking is generally allowed. The segment is straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. Due to the **elevated collision rate**, and **for consistency with adjacent roadway segments**, a permitted 5 mph reduction to the 85th percentile speed was applied. Speed limit should be posted on the segment.
Speed Limit Change?	**No**

Existing Speed Limit: 40 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

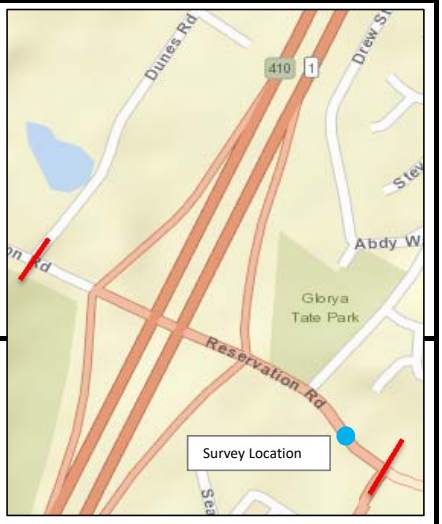
Title: Vice President, TJKM Transportation Consultants

Street: Reservation Rd.
Limits: Dunes Dr. to Beach Rd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Cardoza Ave.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	141
85th Percentile (mph)	36
10 mph Pace	27-36
Percent in Pace	54%



B. Traffic Factors

Average Daily Traffic (ADT)	9,400
Length of Segment (mi.)	0.34
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	24
Accident Rate (Acc/MVM)	4.12
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one park and one hotel.
Roadway Geometrics	Two-lane undivided roadway with double yellow center striping, bike lanes, and sidewalks. Signalized intersections have left turn pockets and crosswalks. The segment features two alternating horizontal curves west of Beach Rd.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change?	**No**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 35 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reservation Rd.
Limits: Beach Rd. to Del Monte Blvd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Del Monte Blvd.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	194
85th Percentile (mph)	31
10 mph Pace	22-31
Percent in Pace	80%



B. Traffic Factors

Average Daily Traffic (ADT)	9,007
Length of Segment (mi.)	0.59
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	35
Accident Rate (Acc/MVM)	3.64
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one hotel north of Seaside Circle and parks and residential uses south of Seaside Circle
Roadway Geometrics	Two-lane undivided roadway with double yellow center striping and a section of painted median north of Seaside Ave. The segment includes bike lanes and sidewalks on both sides. There are two roundabouts on the segment, and the signalized intersections at either end include left turn pockets and crosswalks. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support reducing the speed limit by 5 mph to 30 mph.

Speed Limit Change?	**Yes**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

Street: Reservation Rd.
Limits: Del Monte Boulevard to Crescent Avenue
Direction: EB/WB

Factors

A. Prevailing Speed Data



Location of Survey	e/o Seacrest Ave
Date of Survey	7/2/2019
Posted Speed Limit (mph)	35
# Speed Data Collected	224
85th Percentile (mph)	36
10 mph Pace	26-35
Percent in Pace	64%

B. Traffic Factors

Average Daily Traffic (ADT)	19,212
Length of Segment (mi.)	0.51
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	94
Accident Rate (Acc/MVM)	5.3
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally commercial, with some multifamily residential
Roadway Geometrics	Four-lane roadway with raised medians. The segment includes bike lanes and sidewalks on both sides. Intersections are generally signalized and include left turn pockets and crosswalks. On-street parking is allowed on intermittent portions of the segment. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change?	**No**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 35 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

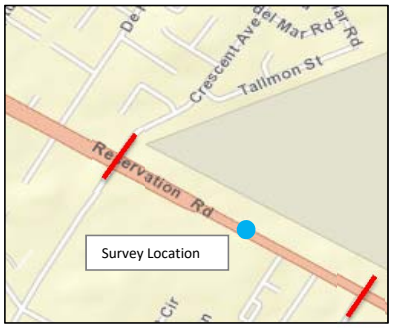
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reservation Rd.
Limits: Crescent Avenue to California Avenue
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Ocean Terrace
Date of Survey	5/17/2018
Posted Speed Limit (mph)	40
# Speed Data Collected	206
85th Percentile (mph)	47
10 mph Pace	36-45
Percent in Pace	56%



B. Traffic Factors

Average Daily Traffic (ADT)	18,650
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	49
Accident Rate (Acc/MVM)	3.25
Statewide Average Accident Rate	1.61

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed commercial and residential.
Roadway Geometrics	Four-lane roadway with two-way left turn lanes east of Crescent Ave. The segment includes bike lanes and sidewalks on both sides, although there are a large gaps in the sidewalk on the north side. Intersections at either end are signalized and include left turn pockets and crosswalks. On-street parking is allowed on intermittent portions of the segment. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. Due to the **high collision rate**, a **permitted 5 mph reduction** to the 85th percentile speed was applied.

Speed Limit Change?	**No**
Existing Speed Limit: 40 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reservation Rd.
Limits: California Ave. to Salinas Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data



Location of Survey	e/o California Ave.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	223
85th Percentile (mph)	51
10 mph Pace	40-49
Percent in Pace	68%

B. Traffic Factors

Average Daily Traffic (ADT)	15,951
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	8
Accident Rate (Acc/MVM)	0.63
Statewide Average Accident Rate	1.61

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are residential on the south side and mixed commercial/industrial on the north side.
Roadway Geometrics	Four-lane undivided roadway with a two-way left turn lane, bike lanes, and sidewalks on both sides. The signalized intersection at California Avenue includes turn pockets and the only crosswalk on the segment. On-street parking is generally allowed. The segment features two gentle, alternating horizontal curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 45 mph speed limit. The **presence of bike lanes and the lack of pedestrian crossings east of California Avenue**, in combination with **bus stops on both sides** of the roadway, suggest that increasing the speed limit **would reduce pedestrian and bicycle safety**, therefore, a **permitted 5 mph reduction** to the 85th percentile speed was applied.

Speed Limit Change?	**No**
Existing Speed Limit: 45 mph	**Recommended Speed Limit: 45 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

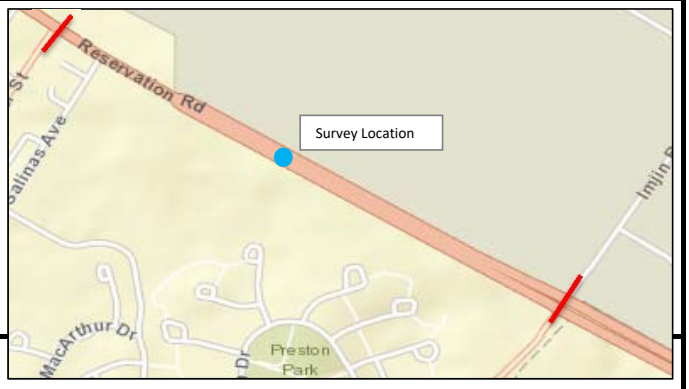
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reservation Rd.
Limits: Salinas Ave. to Imjin Pkwy
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Salinas Ave.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	55
# Speed Data Collected	166
85th Percentile (mph)	50
10 mph Pace	38-47
Percent in Pace	57%



B. Traffic Factors

Average Daily Traffic (ADT)	16,333
Length of Segment (mi.)	0.76
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	15
Accident Rate (Acc/MVM)	0.66
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped.
Roadway Geometrics	Four-lane divided roadway with a raised median. The signalized intersection at Imjin Pkwy. Provides left turn pockets and the only crosswalk on the segment. There is a bike path parallen to the roadway on the south side. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 55 mph speed limit for **consistency with the adjacent roadway segment** to the east.

Speed Limit Change?	**No**
Existing Speed Limit: 55 mph	**Recommended Speed Limit: 55 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reservation Rd.
Limits: Imjin Pkwy to Blanco Rd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Mbest Dr.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	55
# Speed Data Collected	207
85th Percentile (mph)	59
10 mph Pace	50-59
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	31,930
Length of Segment (mi.)	0.63
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	50
Accident Rate (Acc/MVM)	1.36
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped.
Roadway Geometrics	Five-lane divided roadway with raised medians. Signalized intersections have turn pockets and crosswalks. There is a bike path parallel to the roadway on the south side. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 55 mph speed limit. A higher speed limit is not recommended on a segment with **closely spaced signalized intersections**, therefore, a **permitted 5 mph reduction** to the 8th percentile speed was applied.
Speed Limit Change?	**No**

Existing Speed Limit: 55 mph	**Recommended Speed Limit: 55 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: 8th St.
Limits: 2nd Ave. to 3rd Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	9/12/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	35
85th Percentile (mph)	24
10 mph Pace	1
Percent in Pace	74%



B. Traffic Factors

Average Daily Traffic (ADT)	281
Length of Segment (mi.)	0.16
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	12.11
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is residential to the north, university buildings to the south.
Roadway Geometrics	Two-lane undivided roadway with no striping. The segment currently includes a large gap, surrounded by undeveloped land. There are sidewalks and bike lanes west of 3rd Ave., and all intersections are unsignalized. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support decreasing the posted speed limit by 10 mph to 25 mph.

Speed Limit Change?	**Yes**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

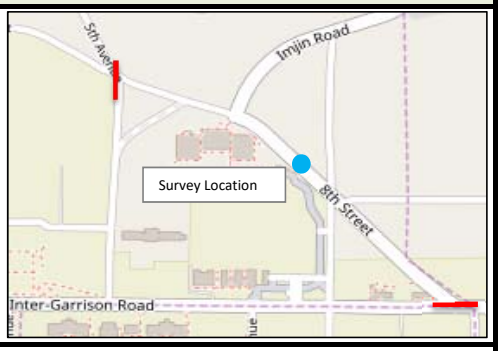
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: 8th St.
Limits: 5th Ave. to Inter-Garrison Rd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Imjin Rd.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	107
85th Percentile (mph)	40
10 mph Pace	29-38
Percent in Pace	74%



B. Traffic Factors

Average Daily Traffic (ADT)	2,108
Length of Segment (mi.)	0.62
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	1.67
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped, with university student apartments near Inter-Garrison Road.
Roadway Geometrics	Two-lane roadway featuring double yellow striping. All intersections are unsignalized. The segment features multiple horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 40 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

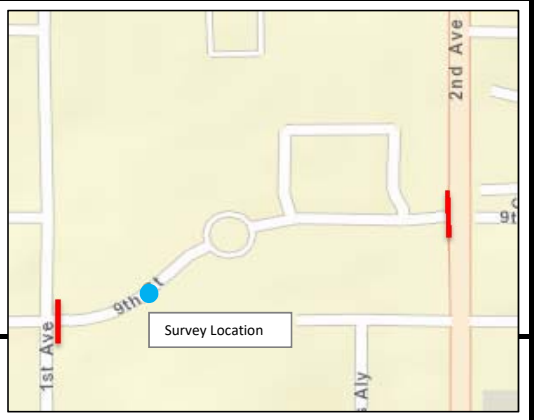
Title: Vice President, TJKM Transportation Consultants

Street: 9th St.
Limits: 1st Ave. to 2nd Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o 1st Ave.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	101
85th Percentile (mph)	31
10 mph Pace	20-29
Percent in Pace	75%



B. Traffic Factors

Average Daily Traffic (ADT)	779
Length of Segment (mi.)	0.31
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	9.22
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is generally multifamily residential.
Roadway Geometrics	Two-lane roadway with double yellow striping, bike lanes, and sidewalks along most of the segment. The segment includes a roundabout, with side streets still under construction. There are crosswalks at the roundabout and at 2nd Street. The intersection at 2nd St. includes left turn pockets. Parking is allowed intermittently. The land along the west half of the segment is currently under development. The segment features alternating horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

Street: 2nd Ave.
Limits: Divarty Street to 8th Street
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o 6th St.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	126
85th Percentile (mph)	44
10 mph Pace	32-41
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	3,990
Length of Segment (mi.)	0.59
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	0.23
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are undeveloped/disused barracks on the west side of the roadway and partly developed university land.
Roadway Geometrics	Two-to-four-lane divided roadway with raised medians, bike lanes, and intermittent sidewalks. There is a parallel bike path on the east side of the roadway. Intersections are all unsignalized, with left turn pockets and crosswalks. The segment includes multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 10 mph to 45 mph.

Speed Limit Change?	**Yes**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 45 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER CHRIS D. KINZEL No. 15347 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

Street: 2nd Ave.
Limits: 8th Street to Imjin Parkway
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	n/o General Stilwell Dr.
Date of Survey	7/2/2019
Posted Speed Limit (mph)	35
# Speed Data Collected	150
85th Percentile (mph)	32
10 mph Pace	23-32
Percent in Pace	81%

B. Traffic Factors

Average Daily Traffic (ADT)	16,975
Length of Segment (mi.)	0.45
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	22
Accident Rate (Acc/MVM)	1.58
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed, with multifamily residential, commercial, and undeveloped land.
Roadway Geometrics	Two-to-four-lane divided roadway with raised medians, bike lanes, and intermittent sidewalks. There is a parallel bike path on the east side of the roadway.The intersections of Imjin Pkwy. And General Stilwell Dr., are signalized, with left turn pockets and crosswalks at all signalized and unsignalized intersections. The segment includes one horizontal curve north of General Stilwell Dr. and multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change?	**No**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 35 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

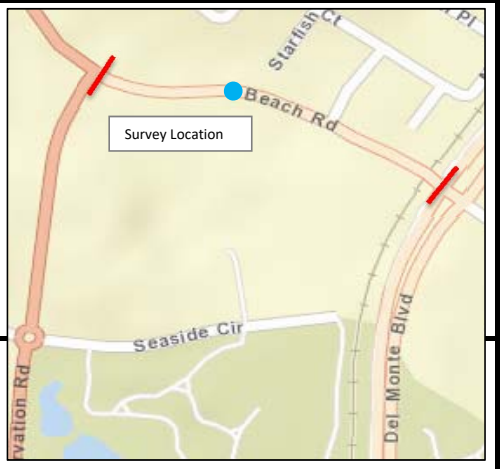
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Beach Rd.
Limits: Reservation Rd. to Del Monte Blvd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Marina Dr.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	35, no sign
# Speed Data Collected	170
85th Percentile (mph)	34
10 mph Pace	24-33
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	5,611
Length of Segment (mi.)	0.27
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	29
Accident Rate (Acc/MVM)	10.56
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed commercial and single family residentiali.
Roadway Geometrics	Two-lane undivided road with double yellow striping, bike lanes, and intermittent sidewalks. There is a bike path parallel to the roadway on the south side. There is a signalized intersection with left turn pockets at Del Monte Blvd. and a roundabout at Del Monte Blvd, both of which provide crosswalks. The roadway width varies widely. The segment features two alternating horizontal curves and a steady incline.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change?	**No**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 35 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

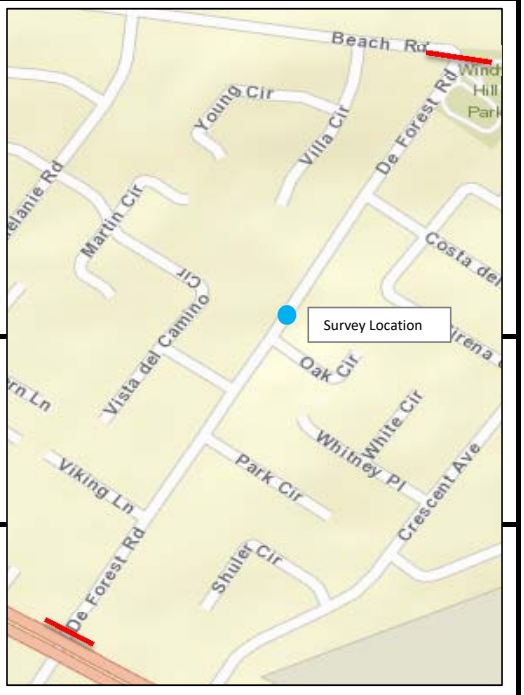
Title: Vice President, TJKM Transportation Consultants

Street: De Forest Rd.
Limits: Beach Rd. to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o Oak Cir.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	113
85th Percentile (mph)	35
10 mph Pace	25-34
Percent in Pace	81%



B. Traffic Factors

Average Daily Traffic (ADT)	1,861
Length of Segment (mi.)	0.87
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	4.42
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway, generally with no centerline, and with sidewalks on both sides. There is one signal at Reservation Road, which includes left turn pockets and crosswalk. There is an enhanced visibility crosswalk at Windyhill Park on the north end of the segment. On-street parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph. The **high collision rate** and **residential driveway density** indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction to the 85th percentile speed was applied.
Speed Limit Change?	**Yes**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

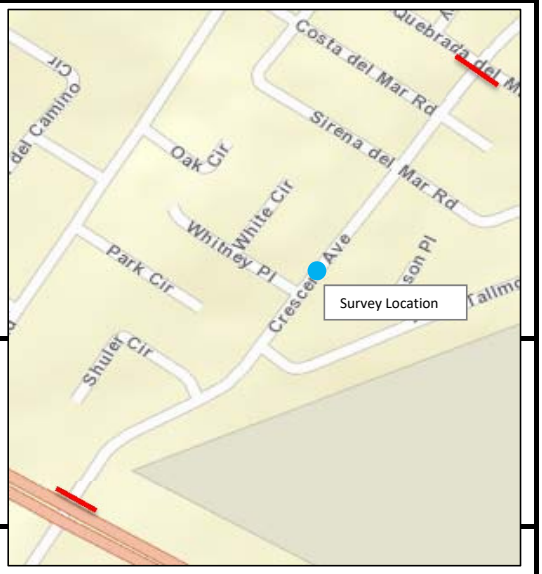
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Crescent Ave.
Limits: Quebrada Del Mar to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o Whitney Pl.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	116
85th Percentile (mph)	31
10 mph Pace	25-34
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	1,081
Length of Segment (mi.)	0.45
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	5.62
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, bike lanes, and sidewalks on both sides. There is a signal with left turn pockets and crosswalks at Reservation Road and traffic circles at local cross streets on the northern portion of the segment. On-street parking is generally allowed. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing posted speed limit of 25 mph. The vertical curves on the roadway produce **constrained sight lines near residential driveways and intersections**, therefore, a **permitted 5 mph reduction** to the 85th percentile speed was applied.
Speed Limit Change?	**No**

Existing Speed Limit: 25mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Crescent Ave.
Limits: Reservation Rd. to Carmel Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	5/17/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	130
85th Percentile (mph)	34
10 mph Pace	26-35
Percent in Pace	82%



B. Traffic Factors

Average Daily Traffic (ADT)	3,770
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	6.51
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, bike lanes, and sidewalks on both sides. There is a signal with left turn pockets at Reservation Road and an unsignalized intersection at Carmel Avenue. Crosswalks are provided on both ends of the segment. On-street parking is generally allowed. The segment features one crest vertical curve south of Carmel Avenue. Immediately south of Reservation Road, the west curb line extends out, creating an obstruction and varying roadway width.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit. Safety concerns based on **varying roadway width** and the **high collision rate**, as well as **residential driveway density**, indicate that an increases may be unsafe, therefore, a permitted 5 mh reduction to the 85th percentile speed was applied.

Speed Limit Change?	**No**
Existing Speed Limit: 30 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

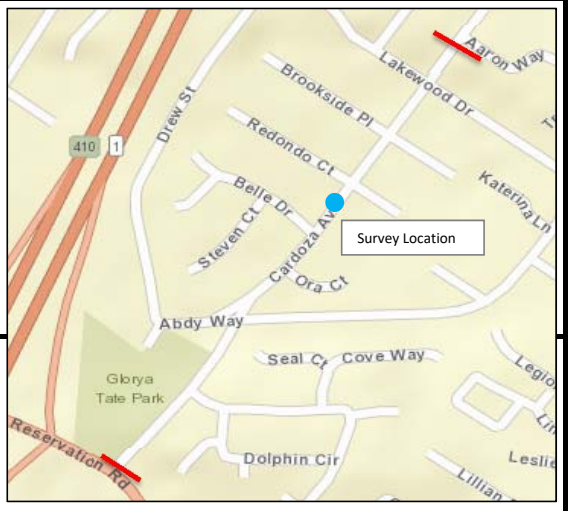
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Cardoza Ave.
Limits: Reservation Rd. to Aaron Way (End)
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Redondo Ct.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	123
85th Percentile (mph)	35
10 mph Pace	24-33
Percent in Pace	59%



B. Traffic Factors

Average Daily Traffic (ADT)	948
Length of Segment (mi.)	0.46
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	3
Accident Rate (Acc/MVM)	3.73
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single family residential, with one park.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping north of Abdny Way, and a painted median with turn pockets south of Abdy Way. There are sidewalks on both sides, and parking is generally allowed north of Abdy Way. Crosswalks are provided at the signalized intersection at Reservation Road and the two-way stop controlled intersection at Abdy Way. The segment features slight horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit. The **constrained sight lines** at the intersection at Abdy Way would be **more hazardous at higher speeds** on the uncontrolled approaches, therefore, a **permitted 5 mph reduction** to the 85th percentile speed was applied.
Speed Limit Change?	**No**

Existing Speed Limit: 30 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

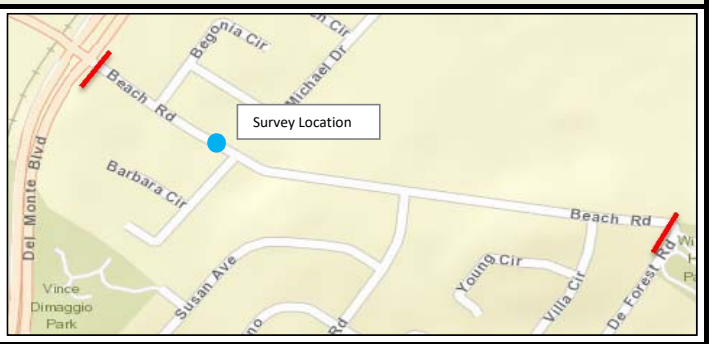
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Beach Rd.
Limits: Del Monte Blvd. to De Forest Rd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Fizgerald Cir.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	115
85th Percentile (mph)	35
10 mph Pace	26-35
Percent in Pace	73%



B. Traffic Factors

Average Daily Traffic (ADT)	3,009
Length of Segment (mi.)	0.52
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	21
Accident Rate (Acc/MVM)	7.29
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are residential, with one elementary school and a church.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping and sidewalks on both sides. Crosswalks are provided at the roundabout intersection at Del Monte Boulevard and surrounding the elementary school. Parking is generally allowed. The segment is generally straight and flat, with one horizontal curve east of Fitzgerald Circle.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit. The **high collision rate** and **driveway density** indicate that further increases may be unsafe, therefore, a **permitted 5 mph reduction** to the 85th percentile speed was applied.
Speed Limit Change?	**No**

Existing Speed Limit: 30 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

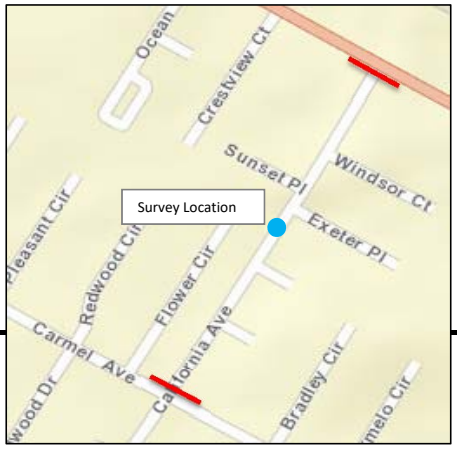
Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: California Ave.
Limits: Reservation Rd. to Carmel Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o Exeter Pl.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	140
85th Percentile (mph)	40
10 mph Pace	30-39
Percent in Pace	69%

B. Traffic Factors

Average Daily Traffic (ADT)	4,116
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	6
Accident Rate (Acc/MVM)	2.75
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally residential, with none fronting California Avenue.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, sidewalks, and bike lanes. High-visibility crosswalks are provided at the signalized intersection at Reservation Road and the all-way stop controlled intersection at Carmel Avenue. Parking is allowed intermittently. The segment is generally straight, with multiple gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit. Due to the **high collision rate**, a **permitted 5 mph reduction** to the 85th percentile speed was applied.

Speed Limit Change?	**No**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 35 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

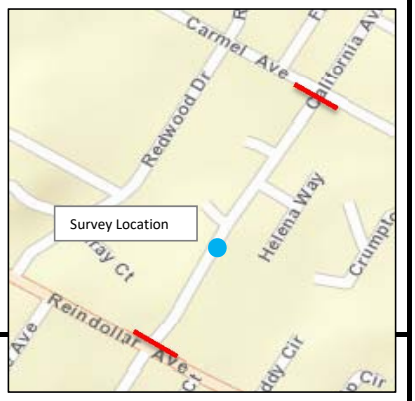
Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

Street: California Ave.
Limits: Carmel Ave. to Reindollar Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o Tamara Ct.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	147
85th Percentile (mph)	26
10 mph Pace	17-26
Percent in Pace	82%

B. Traffic Factors

Average Daily Traffic (ADT)	4,180
Length of Segment (mi.)	0.23
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	2.87
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally residential, with none fronting California Avenue.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, sidewalks, and bike lanes. The unsignalized intersections on either end of the segment include turn pockets and provide crosswalks. Minimal parking is permitted. The segment features multiple horizontal and vertical curves, and the road width varies widely.
Comments	Results of the attached engineering & traffic survey information support reducing the posted speed limit by 5 mph to 25 mph, in accordance with the 85th percentile speed of 26 mph and low 10-mph pace.

Speed Limit Change?	**Yes**
Existing Speed Limit: 30 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

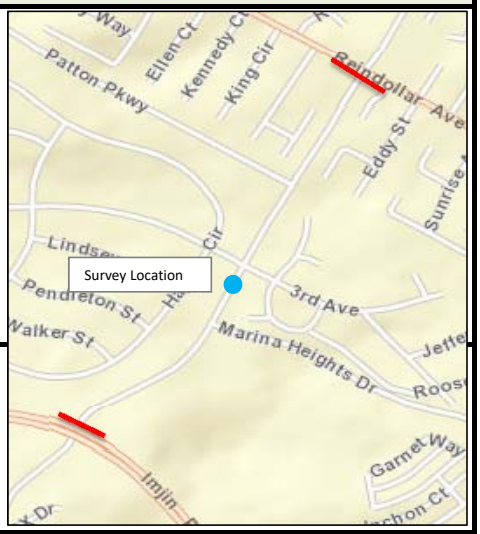
Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: California Ave.
Limits: Reindollar Ave. to Imjin Pkwy
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o 3rd Ave.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	146
85th Percentile (mph)	44
10 mph Pace	34-43
Percent in Pace	75%

B. Traffic Factors

Average Daily Traffic (ADT)	6,041
Length of Segment (mi.)	0.69
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	14
Accident Rate (Acc/MVM)	1.84
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and bike lanes. Sidewalks are provided on the west side of the road. Crosswalks are provided at the intersections on either end of the segment. There is one signalized intersection at Imjin Parkway. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 40 mph. The **elevated collision rate** and **presence of bicyle lanes** a indicate that further increases may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**Yes**
Existing Speed Limit: 35 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

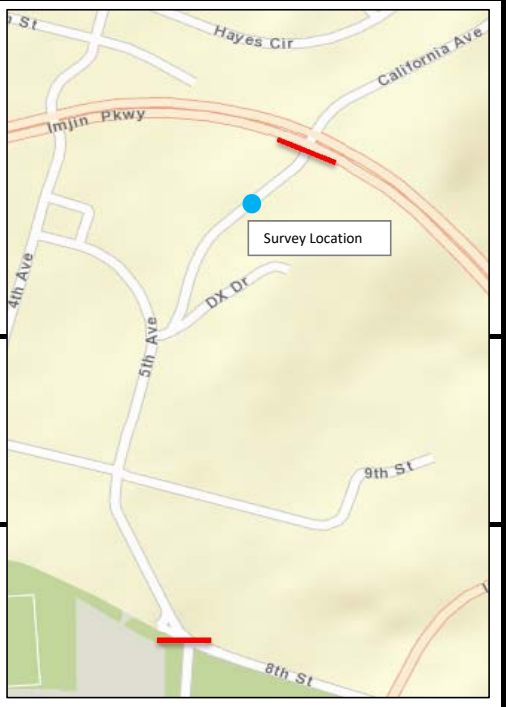
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: California Ave.
Limits: Imjin Pkwy to 8th Street
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Imjin Pkwy.
Date of Survey	6/27/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	87
85th Percentile (mph)	29
10 mph Pace	20-29
Percent in Pace	76%



B. Traffic Factors

Average Daily Traffic (ADT)	659
Length of Segment (mi.)	0.49
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	2
Accident Rate (Acc/MVM)	3.4
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped or agricultural.
Roadway Geometrics	Two-lane undivided roadway that is generally unstriped. There is one signalized intersection at Imjin Parkway, which provides the only crosswalks. The segment features multiple horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

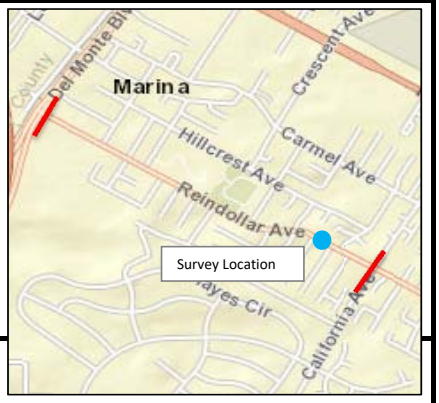
Title: Vice President, TJKM Transportation Consultants

Street: Reindollar Ave.
Limits: Del Monte Blvd. to California Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Kennedy Ct.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	143
85th Percentile (mph)	23
10 mph Pace	15-24
Percent in Pace	80%



B. Traffic Factors

Average Daily Traffic (ADT)	2,346
Length of Segment (mi.)	0.92
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	28
Accident Rate (Acc/MVM)	7.12
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are a combination of single and multifamily residential, with commercial near Del Monte Boulevard.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There is one signalized intersection with turn pockets at Del Monte Boulevard. Crosswalks are provided at multiple intersections and include school crossings. Parking is generally allowed. The segment features multiple vertical curves and alternating horizontal curves east of Vaughn Avenue.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit.

Speed Limit Change?	**No**
Existing Speed Limit: 25	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

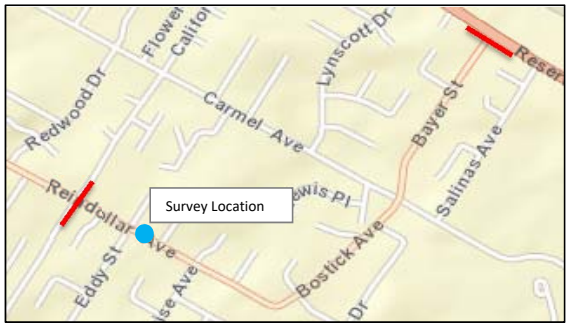
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Reindollar Ave./Bostick Ave.
Limits: California Ave. to Carmel Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	e/o Eddy Cir.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	117
85th Percentile (mph)	30
10 mph Pace	21-30
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	2,551
Length of Segment (mi.)	0.55
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	1.56
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides, with some gaps. Crosswalks are provided at California Avenue and Sunrise Avenue. All intersections are unsignalized. Parking is generally allowed. The segment features multiple horizontal curves east of Mildred Court. East of Mildred Court, the roadway turns and becomes Bostick Avenue.
Comments	Results of the attached engineering & traffic survey information support increasing the established speed limit by 5 mph to 30 mph. Speed limit should be posted on the segment.

Speed Limit Change?	**No**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

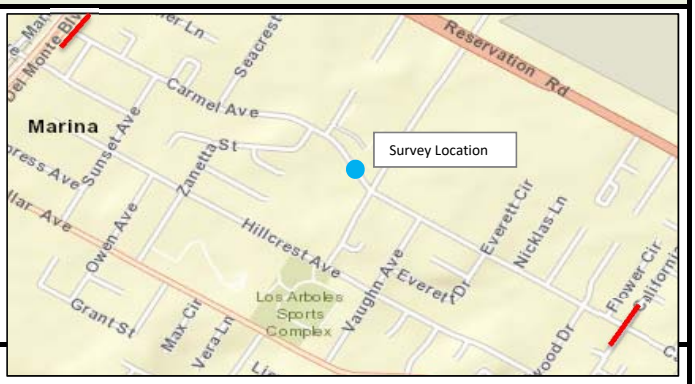
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Carmel Ave.
Limits: Del Monte Blvd. to California Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Crescent Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	137
85th Percentile (mph)	31
10 mph Pace	22-31
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	4,774
Length of Segment (mi.)	0.76
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	55
Accident Rate (Acc/MVM)	8.35
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are a combination of single and multifamily residential, with some commercial and one elementary school.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There are multiple all-way stop controlled intersections, some with turn pockets. There are frequent, high-visibility crosswalks near the elementary school. Parking is generally allowed. The segment features multiple horizontal curves and gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. The **high collision rate**, **varying roadway geometry**, and **residential driveway density** indicate that an increase may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**No**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

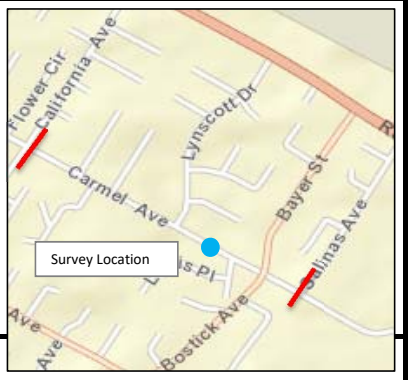
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Carmel Ave.
Limits: California Ave. to Salinas Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Barrett Ln.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	45
85th Percentile (mph)	27
10 mph Pace	17-26
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	870
Length of Segment (mi.)	0.44
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	18.8
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There are multiple all-way stop controlled intersections, with turn pockets at California Avenue. There are frequent, high-visibility crosswalks near the elementary school. Parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change?	**No**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

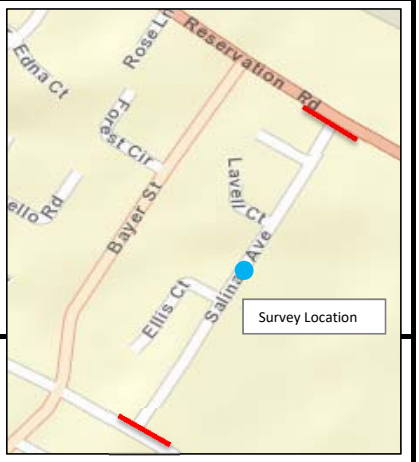
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Salinas Ave.
Limits: Carmel Ave. to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o Ellis Ct.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	17
85th Percentile (mph)	26
10 mph Pace	18
Percent in Pace	76%



B. Traffic Factors

Average Daily Traffic (ADT)	303
Length of Segment (mi.)	0.27
Street Classification	Local

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	0
Accident Rate (Acc/MVM)	0
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single family residential on the west side and undeveloped on the right side.
Roadway Geometrics	Two-lane undivided roadway with no striping and intermittent sidewalks. There is one all-way stop controlled intersection at Ellis Court. Parking is generally allowed on the west side of the road. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit.

Speed Limit Change?	**No**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

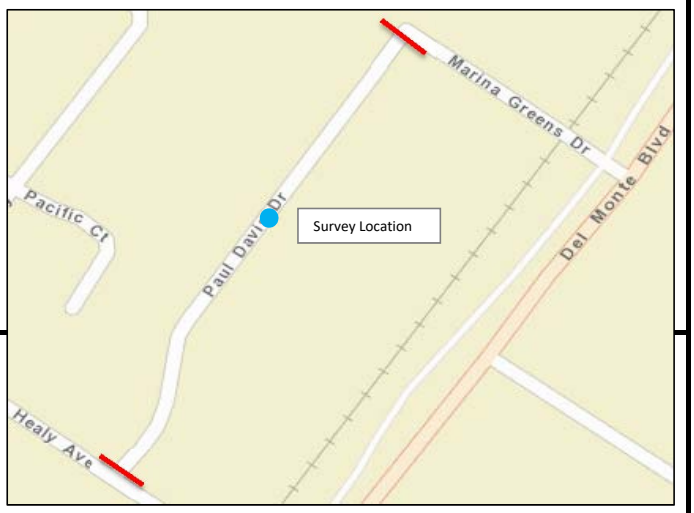
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Paul Davis Dr.
Limits: Healy Ave. to Marina Greens Dr.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	5/15/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	78
85th Percentile (mph)	30
10 mph Pace	20-29
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	712
Length of Segment (mi.)	0.21
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	14.41
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is light industrial.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There is one stop-controlled intersection at Healy Avenue. Parking is generally allowed. The segment features multiple gentle horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

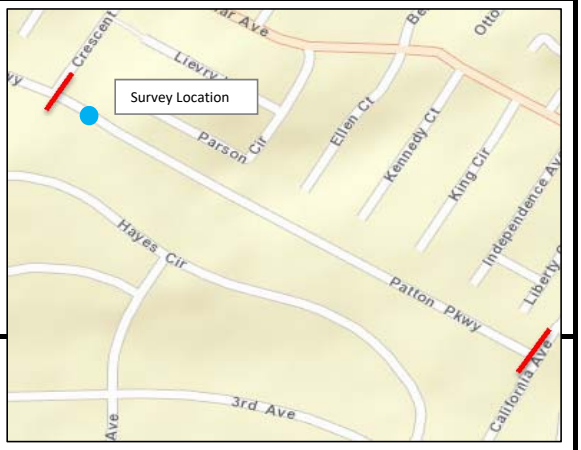
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Patton Pkwy.
Limits: Marina High School to California Ave.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Patton Pkwy.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	49
85th Percentile (mph)	45
10 mph Pace	30-39
Percent in Pace	65%



B. Traffic Factors

Average Daily Traffic (ADT)	658
Length of Segment (mi.)	0.47
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	2
Accident Rate (Acc/MVM)	3.58
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped, with one high school. Single-family residential is located to the north and accessed via side streets.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping and sidewalks on the south side only. There is a stop controlled intersection at California Avenue, and crosswalks are provided at all intersections. Parking is prohibited. There is a bike path running parallel to the road on the nort side. The segment features multiple gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 15 mph to 40 mph. The **high collision rate** indicates that further increases may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.

Speed Limit Change?	**Yes**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 40 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommenc speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

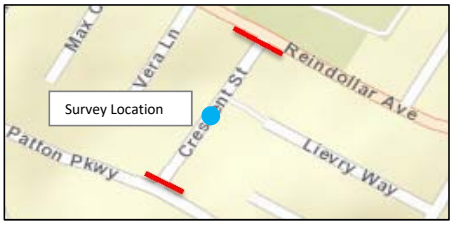
Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Crescent St.
Limits: Patton Pkwy. to Reindollar Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	midpoint
Date of Survey	5/17/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	119
85th Percentile (mph)	31
10 mph Pace	23-32
Percent in Pace	78%

B. Traffic Factors

Average Daily Traffic (ADT)	1,166
Length of Segment (mi.)	0.14
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	13.8
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There are unsignalized intersections at either end of the segment with school crosswalks. Parking is generally allowed. The segment features very gentle horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information and **residential driveway density** support establishing a speed limit of 25 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

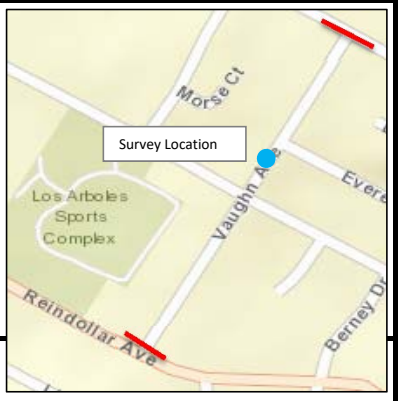
Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

Street: Vaughn Ave.
Limits: Reindollar Ave. to Carmel Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	n/o Hillcrest Ave.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	96
85th Percentile (mph)	29
10 mph Pace	21-30
Percent in Pace	73%

B. Traffic Factors

Average Daily Traffic (ADT)	1,033
Length of Segment (mi.)	0.28
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	7.46
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Undivided two-lane roadway with no striping and sidewalks on both sides. There are stop controlled intersections and school crosswalks. Parking is generally allowed. The segment is generally straight and flat.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 25 mph. The **high collision rate** and **residential driveway density** indicate that a higher speed limit may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**NA**

Existing Speed Limit: Not posted	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Seacrest Ave.
Limits: Carmel Ave. to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o Carmel Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	139
85th Percentile (mph)	33
10 mph Pace	24-33
Percent in Pace	73%



B. Traffic Factors

Average Daily Traffic (ADT)	4,666
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	14
Accident Rate (Acc/MVM)	5.76
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are multifamily residential and commercial.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection at Reservation Road and all-way stop control at Carmel Avenue, both with turn pockets and crosswalks. Parking is generally allowed. The segment is generally straight and flat.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph. The **high collision rate** and **residential driveway density** indicate that a higher speed limit may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**NA**

Existing Speed Limit: Not posted	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

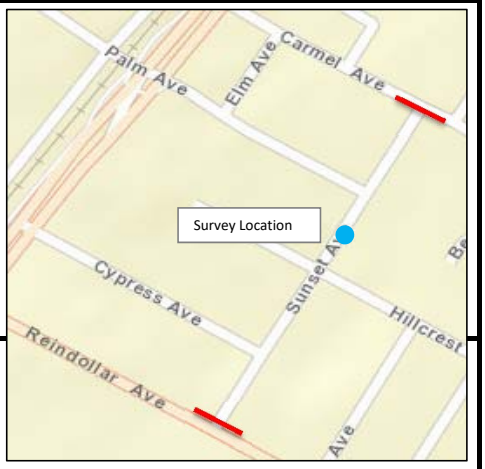
Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: Sunset Ave.
Limits: Reindollar Ave. to Carmel Ave.
Direction: NB/SB

Factors

A. Prevailing Speed Data



Location of Survey	s/o Palm Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	140
85th Percentile (mph)	30
10 mph Pace	21-30
Percent in Pace	79%

B. Traffic Factors

Average Daily Traffic (ADT)	3,774
Length of Segment (mi.)	0.28
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	16
Accident Rate (Acc/MVM)	8.21
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single and multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There are multiple unsignalized intersections, with turn pockets and crosswalks at Hillcrest Avenue and Reindollar Avenue. Parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 25 mph. The **high collision rate**, **residential driveway density**, and **high pedestrian volumes** (mostly children) indicate that a higher speed limit may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**NA**

Existing Speed Limit: Not posted	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

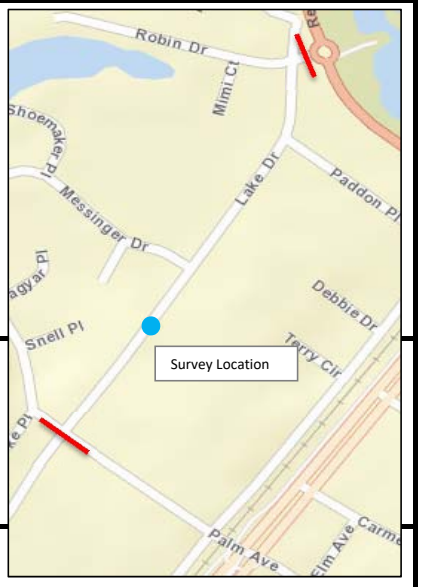
Title: Vice President, TJKM Transportation Consultants

Street: Lake Dr.
Limits: Palm Ave. to Reservation Rd.
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Messinger Dr.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	122
85th Percentile (mph)	30
10 mph Pace	20-29
Percent in Pace	57%



B. Traffic Factors

Average Daily Traffic (ADT)	1,474
Length of Segment (mi.)	0.39
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	12.31
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single and multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides, with some sidewalk gaps on the north end of the segment. There are unsignalized intersections and one roundabout at Reservation Road/Robin Drive. Sidewalks are provided at either end of the segment, and parking is generally allowed. The segment features multiple horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change?	**NA**
Existing Speed Limit: Not posted	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

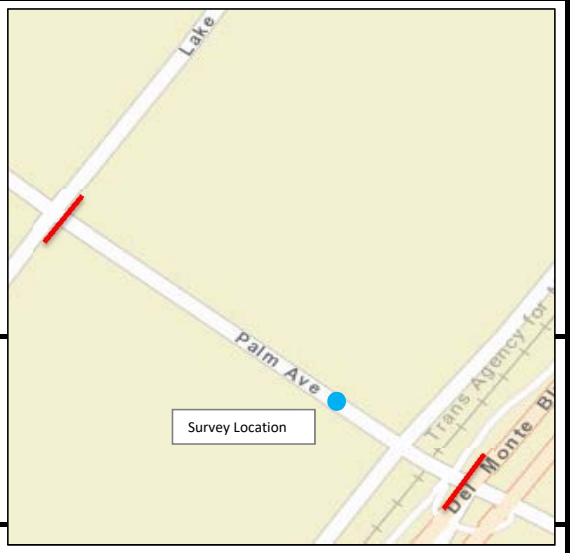
Title: Vice President, TJKM Transportation Consultants

Street: Palm Ave.
Limits: Lake Dr. to Del Monte Blvd.
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	w/o Marina Dr.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	130
85th Percentile (mph)	26
10 mph Pace	17-26
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	3,549
Length of Segment (mi.)	0.18
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	12
Accident Rate (Acc/MVM)	10.2
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Ajacent land use is multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There is one signalized intersection with turn pockets and two unsignalized intersections, all with high-visibility school crosswalks. Parking is generally allowed. The segment features multiple vertical curves and one slight horizontal curve near Del Monte Boulevard.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change?	**No**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

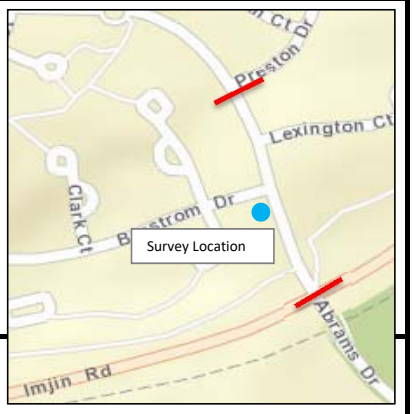
Segment # 38

Street: Abrams Dr.
Limits: Preston Dr. to Imjin Pkwy
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Brostrom Dr.
Date of Survey	5/28/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	105
85th Percentile (mph)	35
10 mph Pace	27-36
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	3,066
Length of Segment (mi.)	0.17
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	5.24
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped. Surrounding land uses are generally residential, accessed via side streets.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection with crosswalks at Imjin Parkway. Parking is prohibited. The segment features multiple horizontal and vertical curves, and the roadway width varies widely.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit for **consistency with adjacent roadway segments**. The **high collision rate** and **varying roadway geometry** also indicate that an increase may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed. Speed limit should be posted on the segment.
Speed Limit Change?	**No**

Existing Speed Limit: 30 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Signed: Chris D. Kinzel, PE

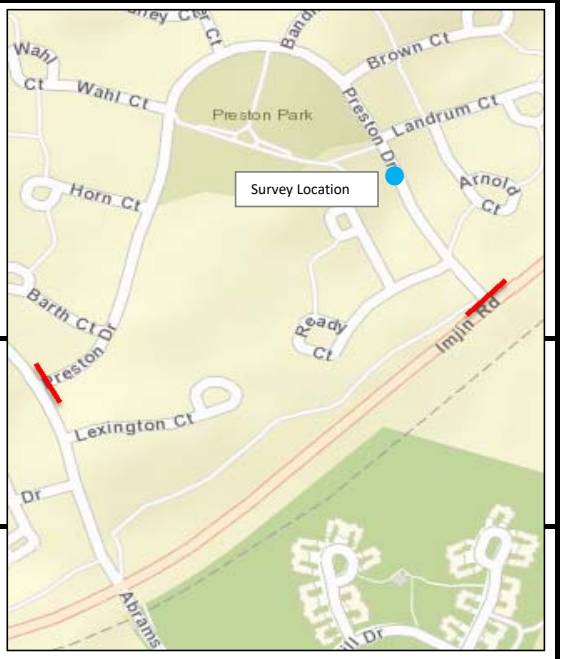
Title: Vice President, TJKM Transportation Consultants

Street: Preston Dr.
Limits: Abrams Dr. to Imjin Pkwy
Direction: EB/WB

Factors

A. Prevailing Speed Data

Location of Survey	s/o Landrum Ct.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	113
85th Percentile (mph)	34
10 mph Pace	25-34
Percent in Pace	81%



B. Traffic Factors

Average Daily Traffic (ADT)	1,708
Length of Segment (mi.)	0.61
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	2.1
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one park.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection with turn pockets and crosswalks at Imjin Parkway. There are no marked crosswalks connecting to Preston Park or side streets. Parking is prohibited. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph. The **high collision rate** and l**ack of any marked pedestrian crossings** indicate that a further increase may be unsafe, therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**Yes**
Existing Speed Limit: 25 mph	**Recommended Speed Limit: 30 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

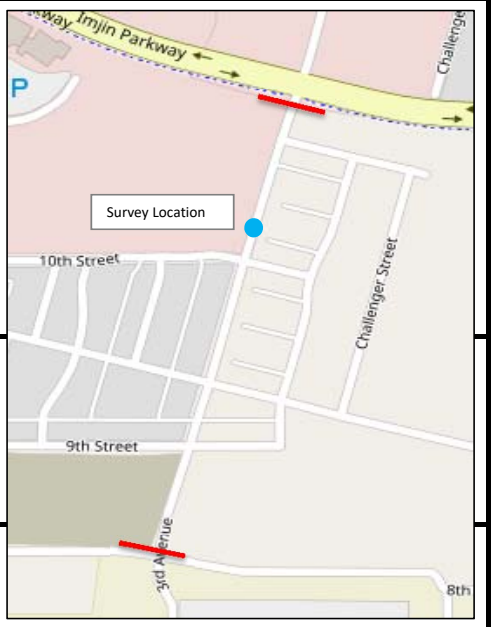
REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

Street: 3rd Ave.
Limits: Imjin Pkwy to 8th Street
Direction: NB/SB

Factors

A. Prevailing Speed Data

Location of Survey	n/o 10th St.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	64
85th Percentile (mph)	31
10 mph Pace	20-29
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	1,003
Length of Segment (mi.)	0.37
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	1.48
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential, although none fronts Imjin Parkway directly.
Roadway Geometrics	Two-lane undivided roadway with partial double yellow striping and sidewalks on both sides. All intersections are unsignalized. There are turn pockets at Imjin Parkway and multiple crosswalks. Parking is allowed intermittently. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the exiting 25 mph speed limit. Increasing **on-street parking** and congestion **constrain sight lines** and add to hazards for bicyclists on this **designated bicycle route**. Therefore, a **permitted 5 mph reduction** was applied to the 85th percentile speed.
Speed Limit Change?	**No**

Existing Speed Limit: 25 mph	**Recommended Speed Limit: 25 mph**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants

REGISTERED PROFESSIONAL ENGINEER
CHRIS D. KINZEL
No. 15347
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

APPENDIX B

SPEED SURVEY DATA COLLECTION FORMS

Spot Speed Study

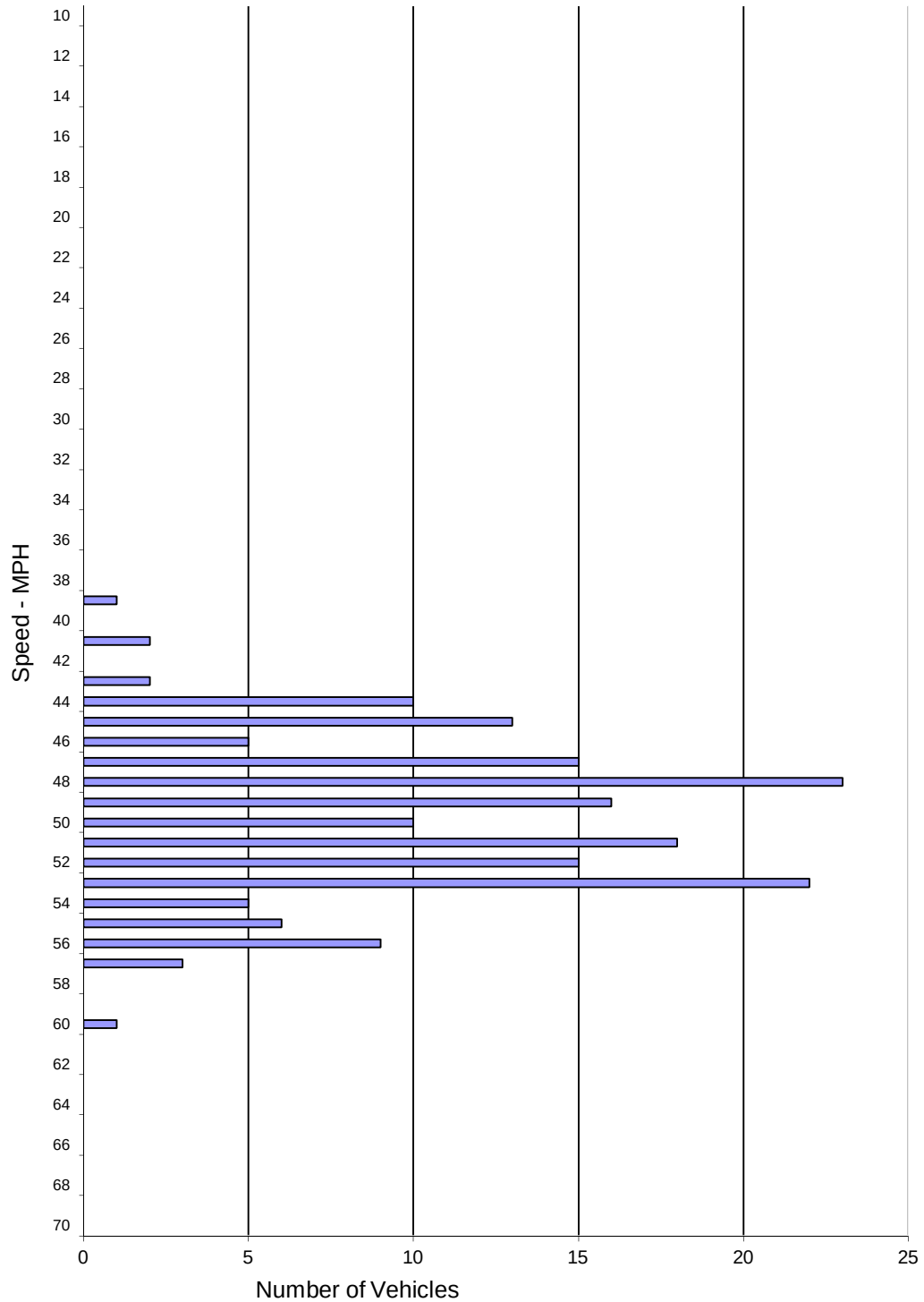
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 1 - Imjin Pkwy 400' W/O 3rd Ave
TIME: 09:00-10:00 **Posted Speed:** 45 MPH Clear/Dry **Project #:** 18-8263-001

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	1
40	
41	2
42	
43	2
44	10
45	13
46	5
47	15
48	23
49	16
50	10
51	18
52	15
53	22
54	5
55	6
56	9
57	3
58	
59	
60	1
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	176	39 - 60	50 mph	53 mph	44 - 53	147	84%	2% / 5	14% / 24

Spot Speed Study

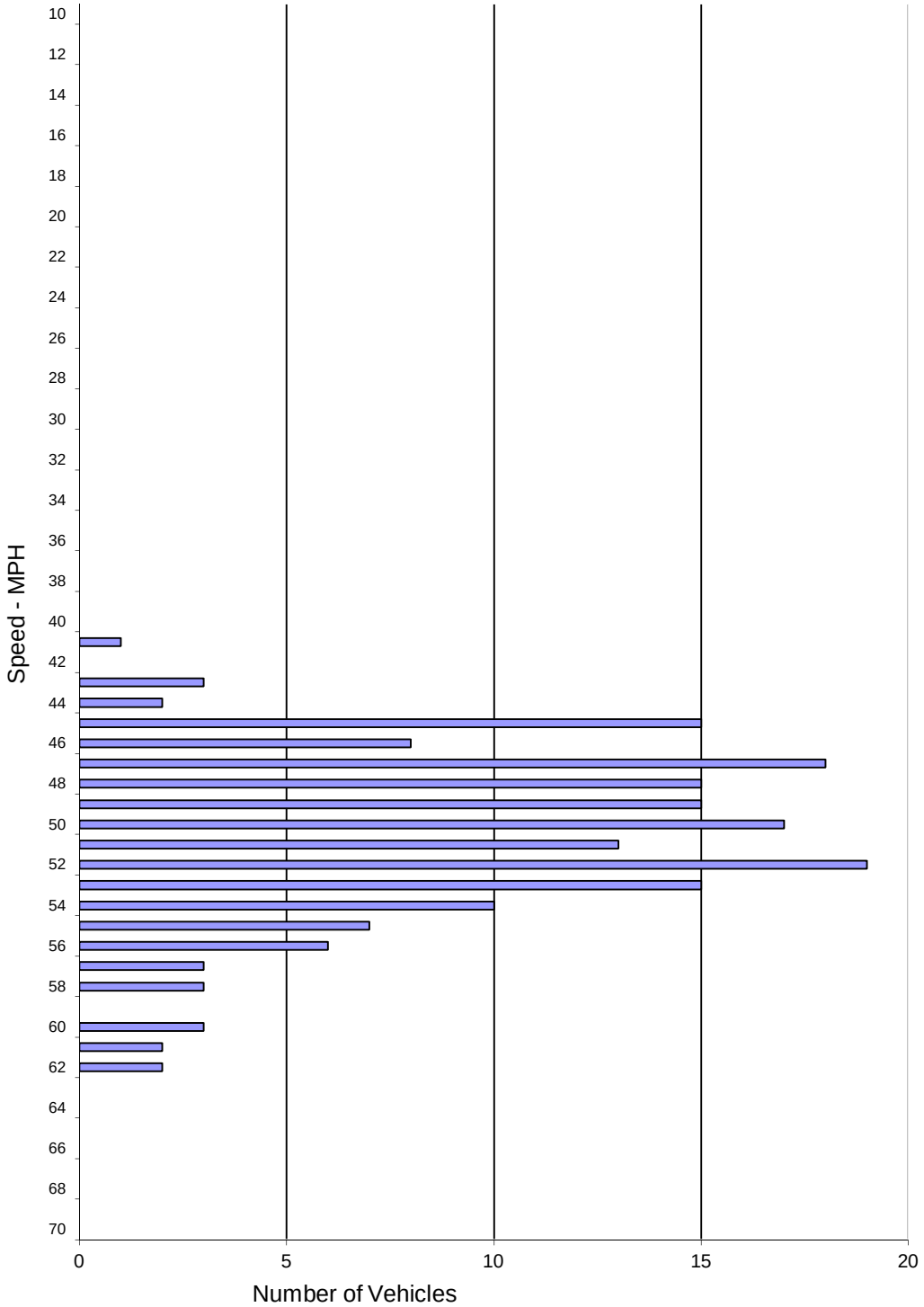
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018 **Location:** 2 - Imjin Pkwy 175' E/O Marine Heights
TIME: 11:20-11:54 **Posted Speed:** 50 MPH Clear/Dry **Project #:** 18-8263-002

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	**1**
42	
43	**3**
44	**2**
45	**15**
46	**8**
47	**18**
48	**15**
49	**15**
50	**17**
51	**13**
52	**19**
53	**15**
54	**10**
55	**7**
56	**6**
57	**3**
58	**3**
59	
60	**3**
61	**2**
62	**2**
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	177	41 - 62	50 mph	54 mph	45 - 54	145	82%	3% / 6	15% / 26

Spot Speed Study

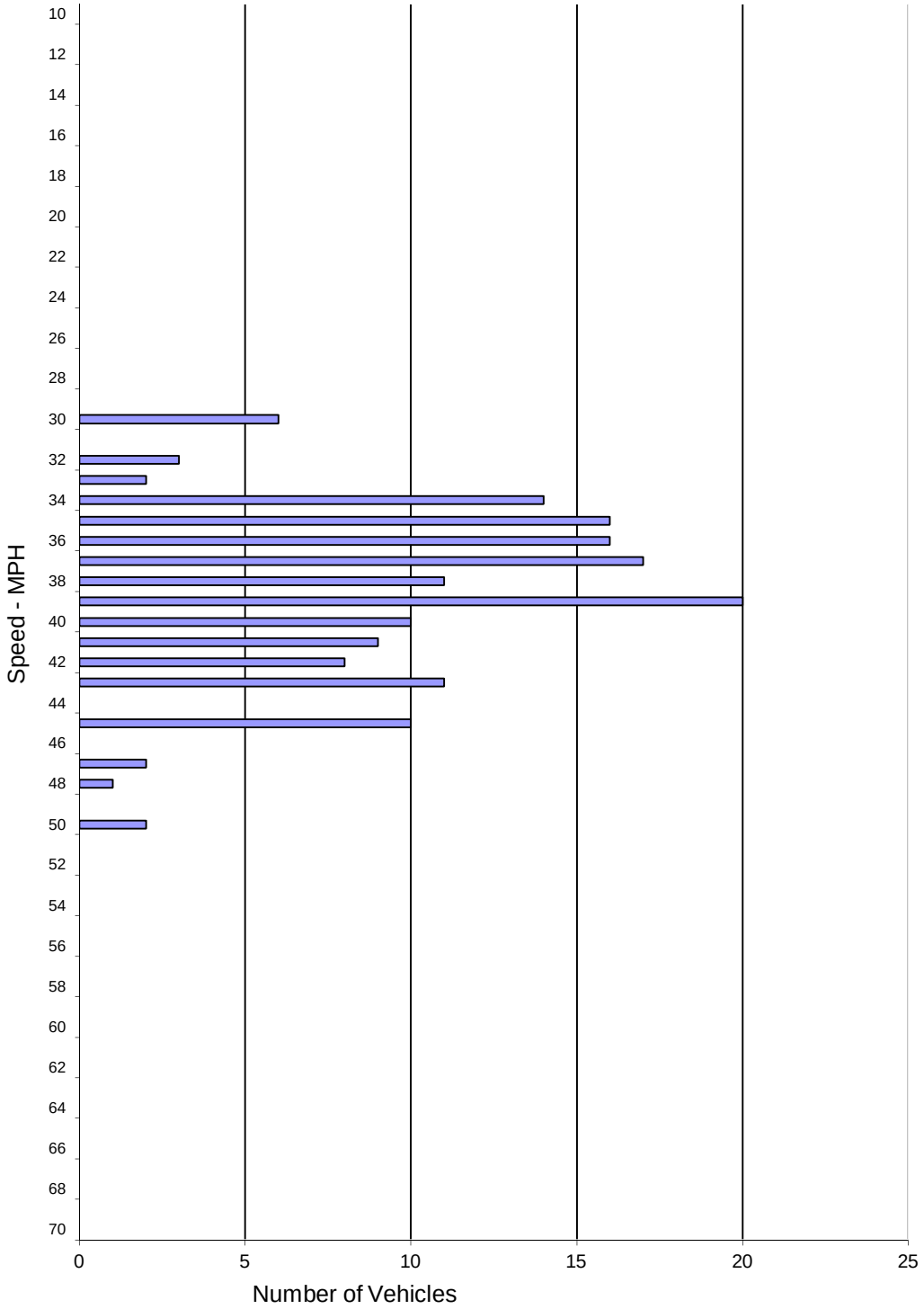
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018 **Location:** 3 - Del Monte Blvd 120' S/O Palm Ave
TIME: 09:00-09:50 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8263-003

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	6
31	
32	3
33	2
34	14
35	16
36	16
37	17
38	11
39	20
40	10
41	9
42	8
43	11
44	
45	10
46	
47	2
48	1
49	
50	2
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	158	30 - 50	38 mph	43 mph	34 - 43	132	84%	6% / 11	10% / 15

Spot Speed Study

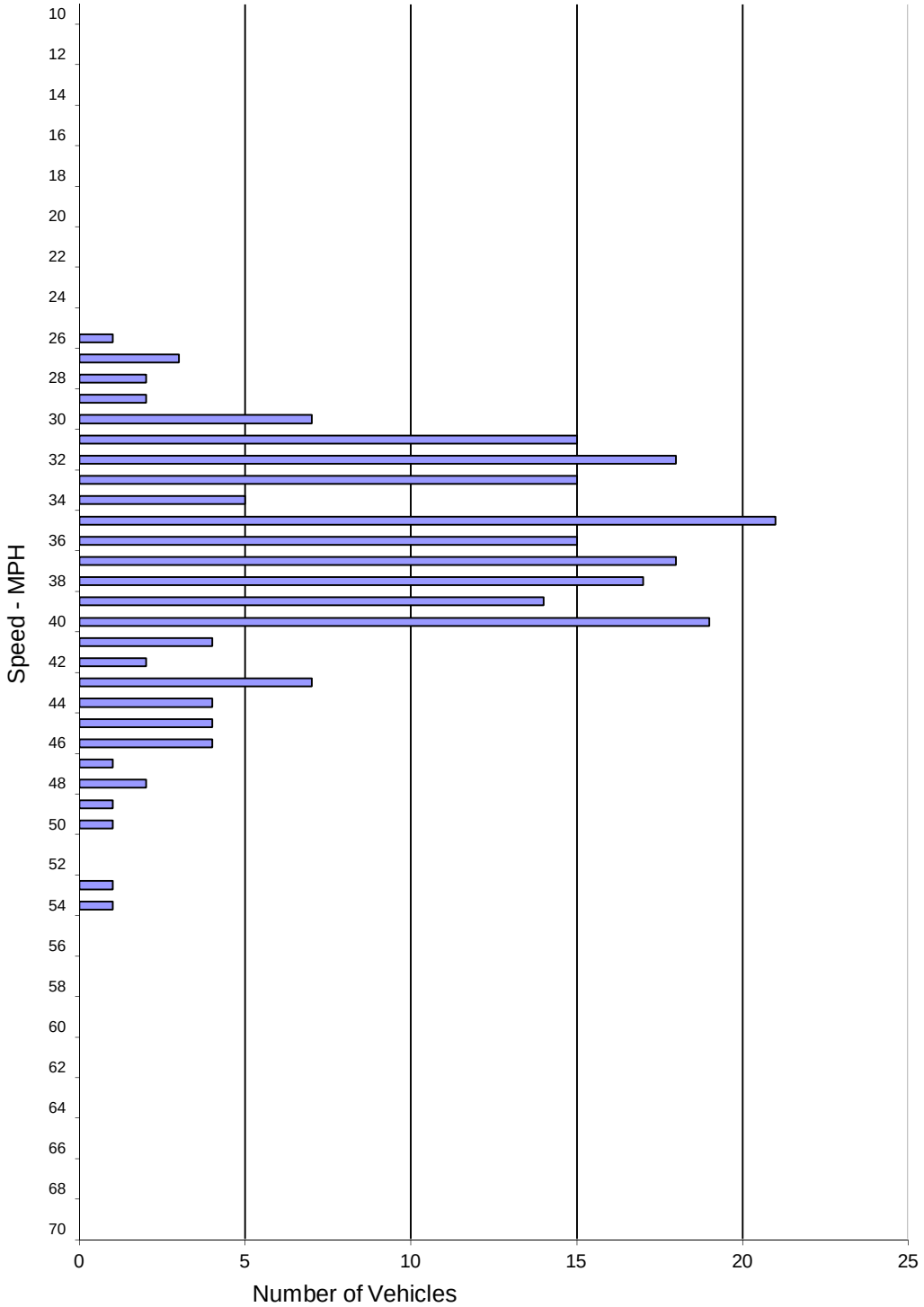
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 4 - 3180 Del Monte Blvd
TIME: 9:00-10:00 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-004

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	1
27	3
28	2
29	2
30	7
31	15
32	18
33	15
34	5
35	21
36	15
37	18
38	17
39	14
40	19
41	4
42	2
43	7
44	4
45	4
46	4
47	1
48	2
49	1
50	1
51	
52	
53	1
54	1
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	204	26 - 54	36 mph	41 mph	31 - 40	157	77%	7% / 15	16% / 32

Spot Speed Study

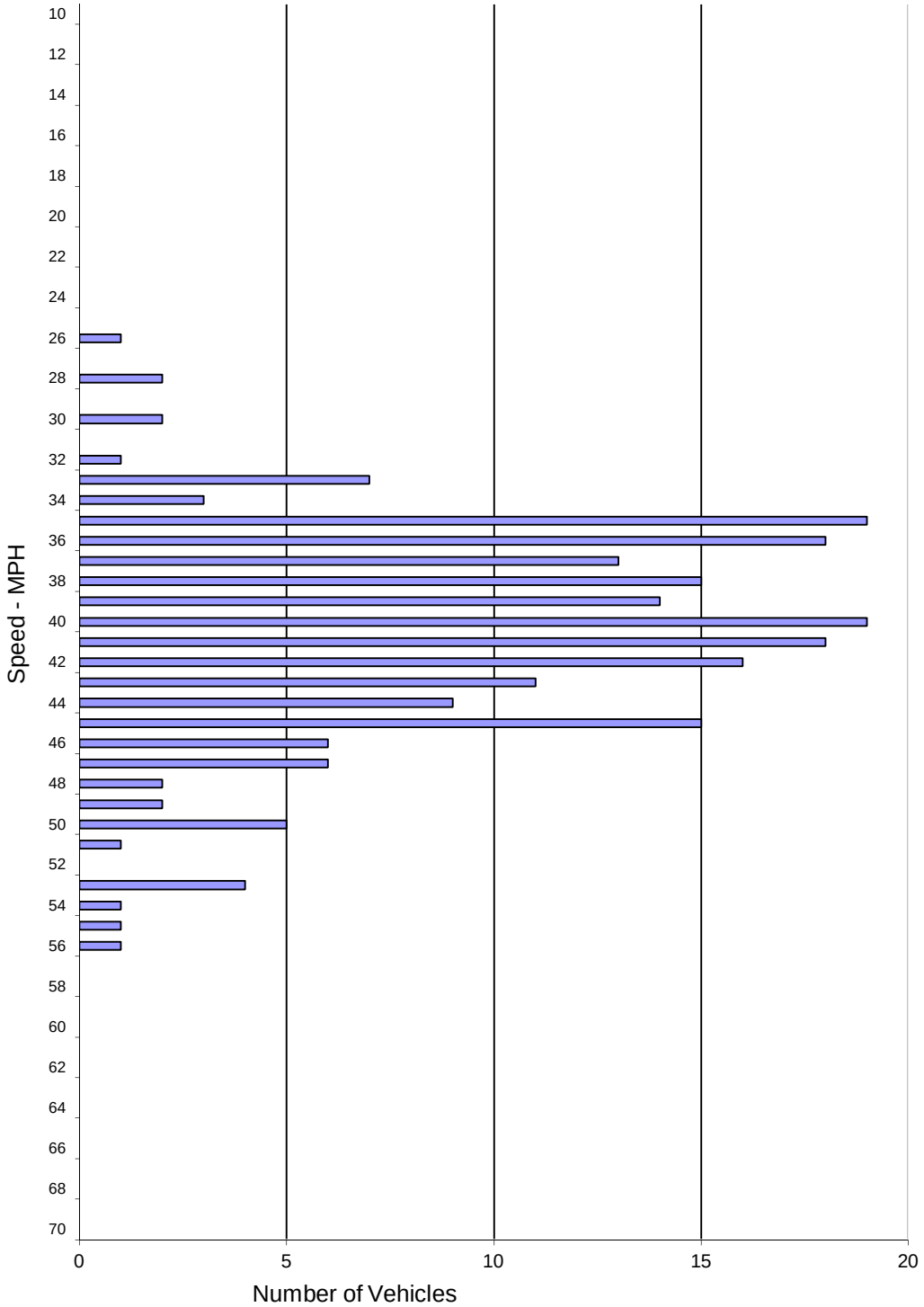
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 5 - 3340 Del Monte Blvd
TIME: 09:22-10:22 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-005

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	1
27	
28	2
29	
30	2
31	
32	1
33	7
34	3
35	19
36	18
37	13
38	15
39	14
40	19
41	18
42	16
43	11
44	9
45	15
46	6
47	6
48	2
49	2
50	5
51	1
52	
53	4
54	1
55	1
56	1
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	212	26 - 56	40 mph	45 mph	35 - 44	152	72%	7% / 16	21% / 44

Spot Speed Study

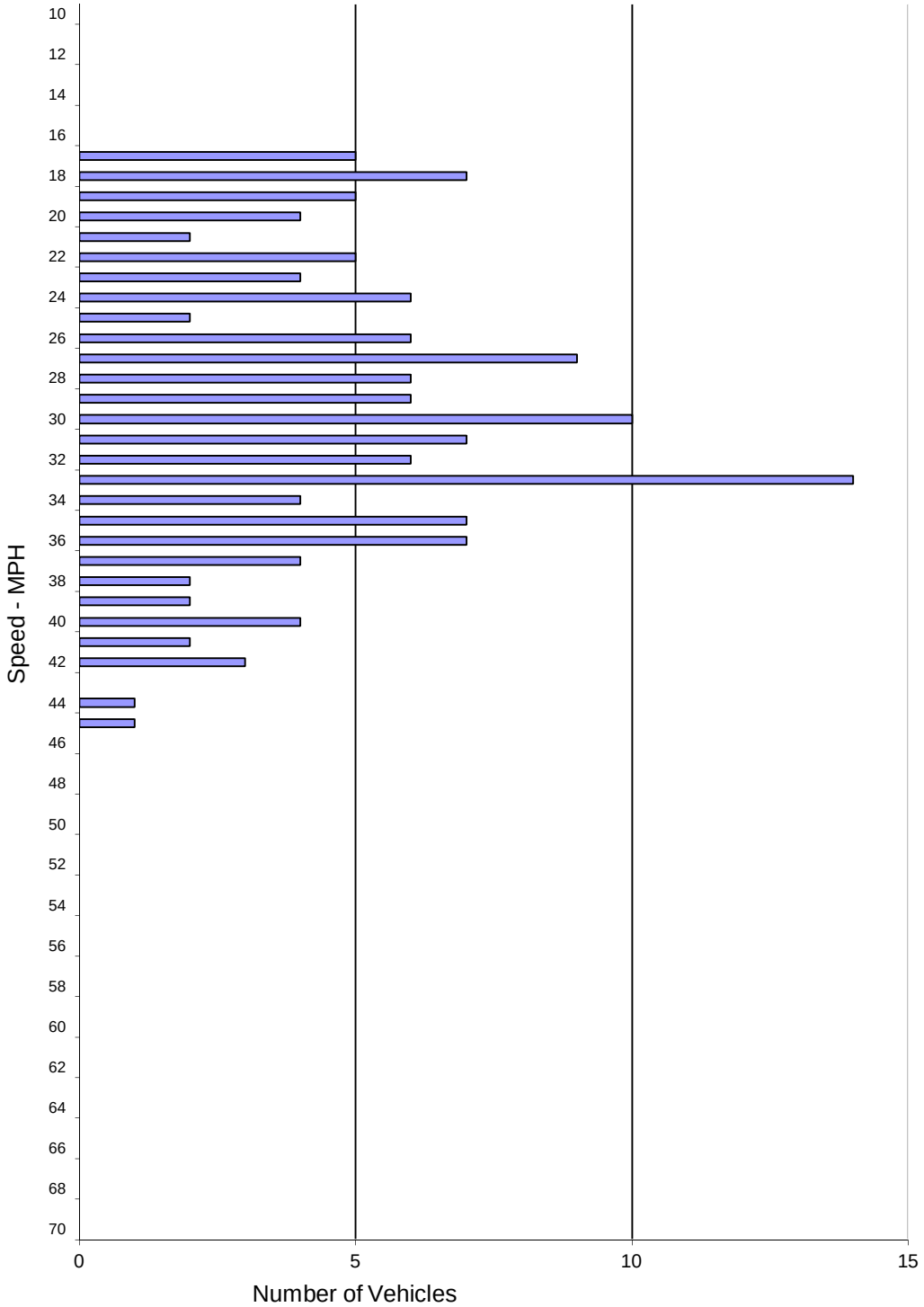
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 6 - Reservation Rd 250' E/O Cardoza Ave
TIME: 9:15-10:15 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8263-006

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	5
18	7
19	5
20	4
21	2
22	5
23	4
24	6
25	2
26	6
27	9
28	6
29	6
30	10
31	7
32	6
33	14
34	4
35	7
36	7
37	4
38	2
39	2
40	4
41	2
42	3
43	
44	1
45	1
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	141	17 - 45	30 mph	36 mph	27 - 36	76	54%	32% / 46	14% / 19

Spot Speed Study

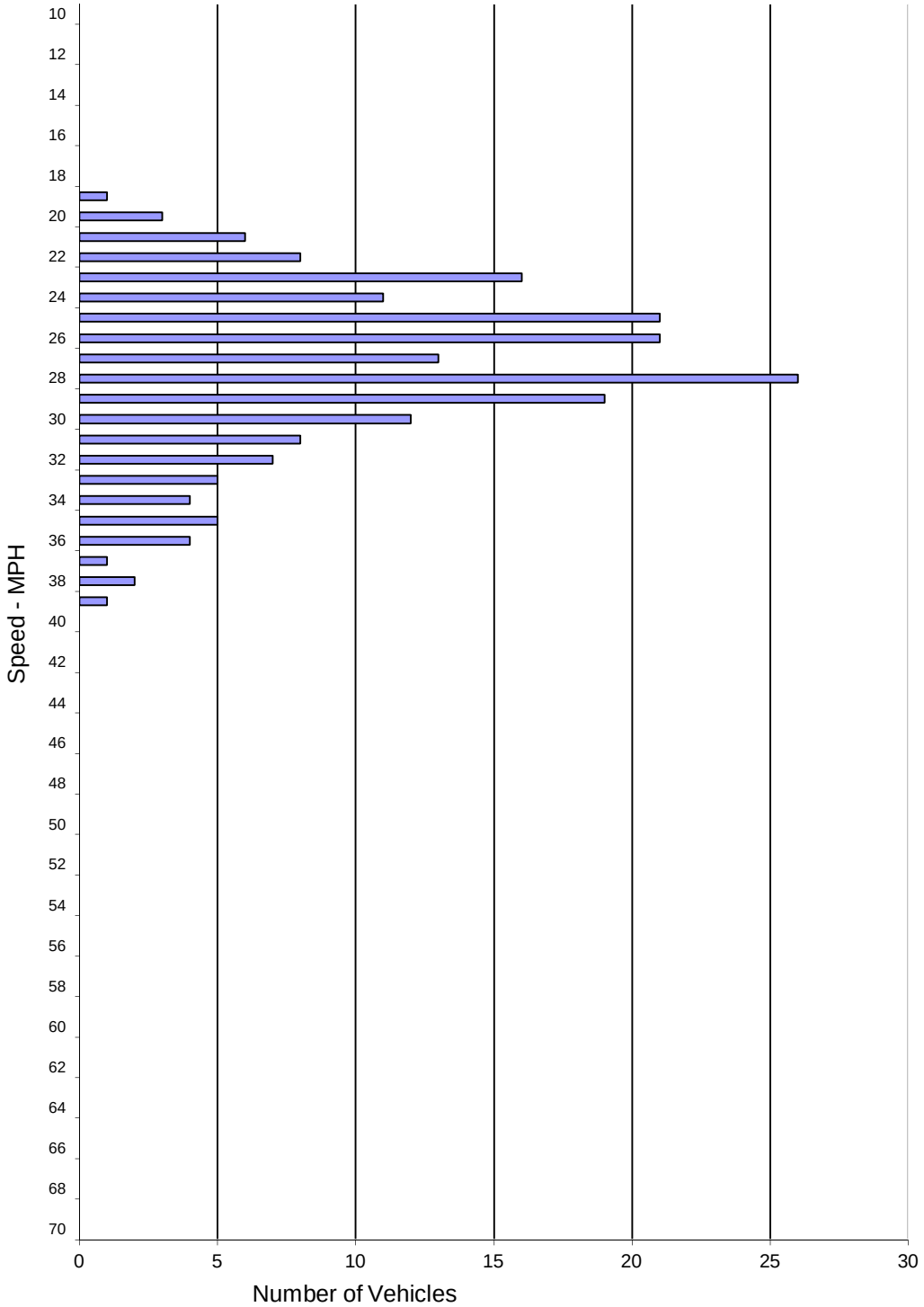
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 7 - Reservation Rd 500' N/O Del Monte Blvd
TIME: 9:00-10:30 **Posted Speed:** None Clear/Dry **Project #: 18-8263-007**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	1
20	3
21	6
22	8
23	16
24	11
25	21
26	21
27	13
28	26
29	19
30	12
31	8
32	7
33	5
34	4
35	5
36	4
37	1
38	2
39	1
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	194	19 - 39	27 mph	31 mph	22 - 31	155	80%	5% / 10	15% / 29

Spot Speed Study

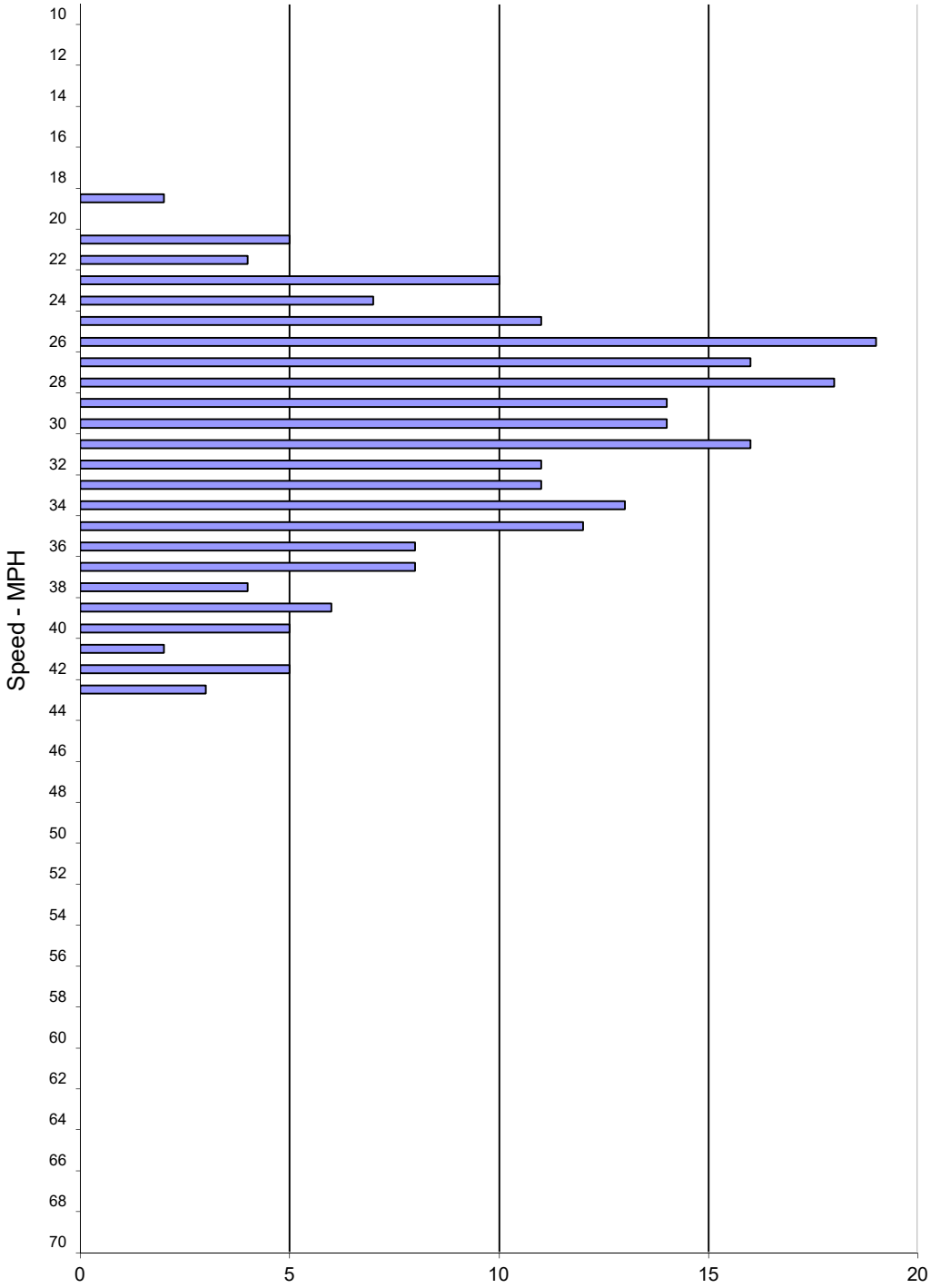
Prepared by: National Data & Surveying Services

City of Marina

DATE: 7/2/2019 **Location:** 8a - Reservation Rd 150' E/O Seacrest Ave
TIME: 10:45-11:48 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 19-8372-001

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	2
20	
21	5
22	4
23	10
24	7
25	11
26	19
27	16
28	18
29	14
30	14
31	16
32	11
33	11
34	13
35	12
36	8
37	8
38	4
39	6
40	5
41	2
42	5
43	3
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	224	19 - 43	30 mph	36 mph	26 - 35	144	64%	17% / 39	19% / 41

Spot Speed Study

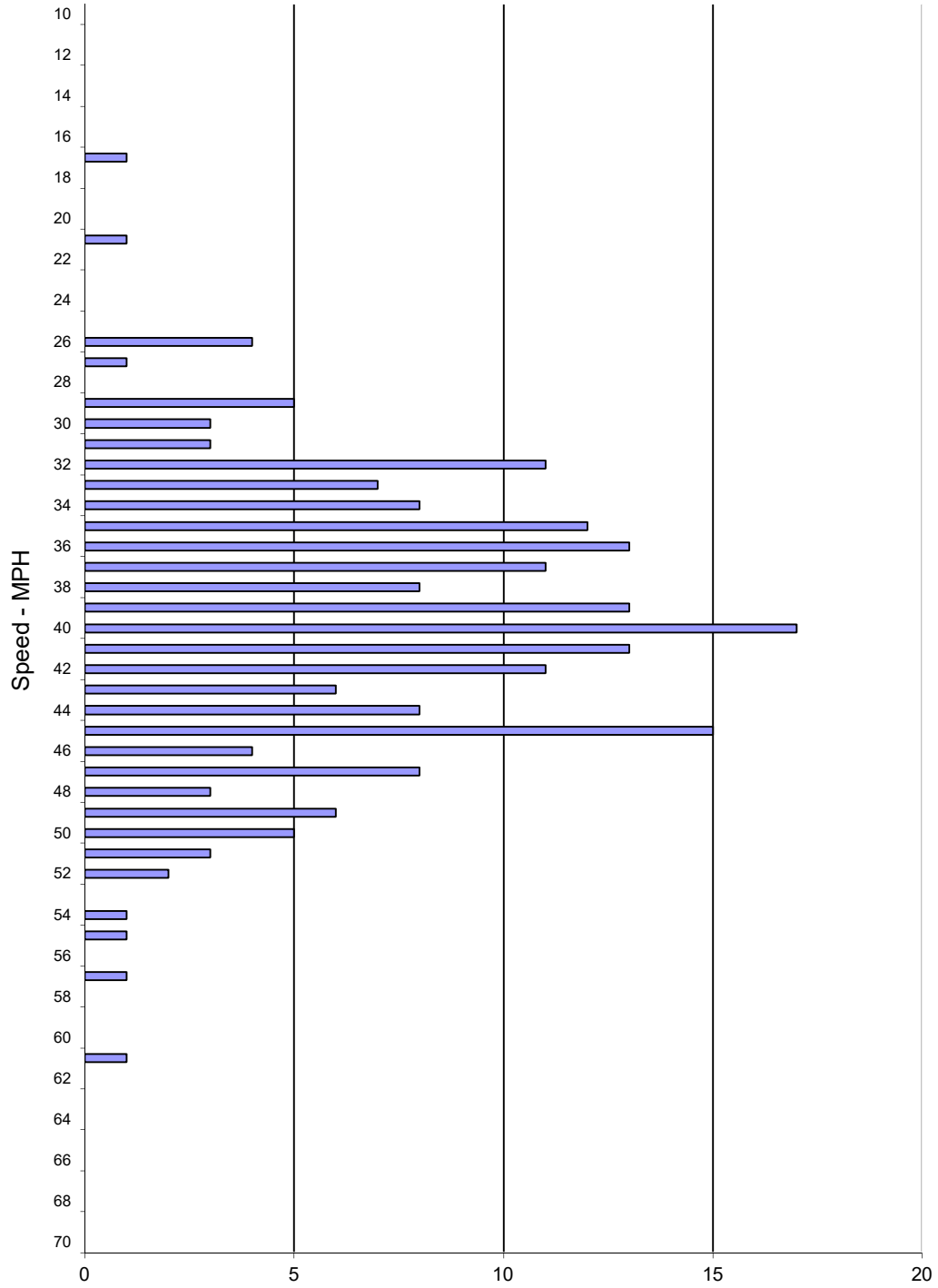
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 8b - Reservation Rd 200' W/O California Ave
TIME: 09:00-09:42 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8263-008

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	1
18	
19	
20	
21	1
22	
23	
24	
25	
26	4
27	1
28	
29	5
30	3
31	3
32	11
33	7
34	8
35	12
36	13
37	11
38	8
39	13
40	17
41	13
42	11
43	6
44	8
45	15
46	4
47	8
48	3
49	6
50	5
51	3
52	2
53	
54	1
55	1
56	
57	1
58	
59	
60	
61	1
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	206	17 - 61	40 mph	47 mph	36 - 45	115	56%	27% / 56	17% / 35

Spot Speed Study

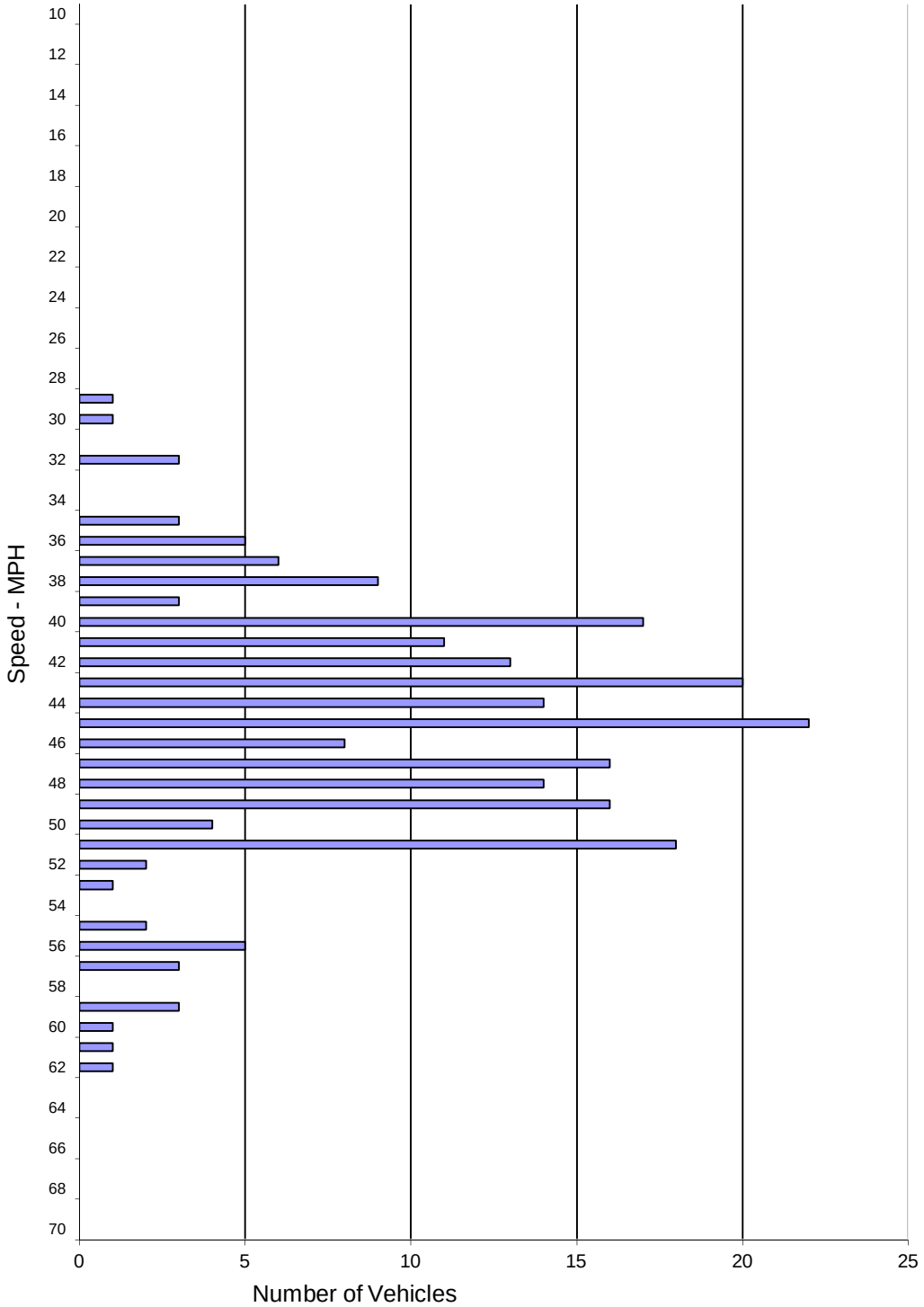
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 9 - Reservation Rd 300' E/O California Ave
TIME: 09:54-10:50 **Posted Speed:** 45 MPH Clear/Dry **Project #:** 18-8263-009

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	1
30	1
31	
32	3
33	
34	
35	3
36	5
37	6
38	9
39	3
40	17
41	11
42	13
43	20
44	14
45	22
46	8
47	16
48	14
49	16
50	4
51	18
52	2
53	1
54	
55	2
56	5
57	3
58	
59	3
60	1
61	1
62	1
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	223	29 - 62	45 mph	51 mph	40 - 49	151	68%	13% / 31	19% / 41

Spot Speed Study

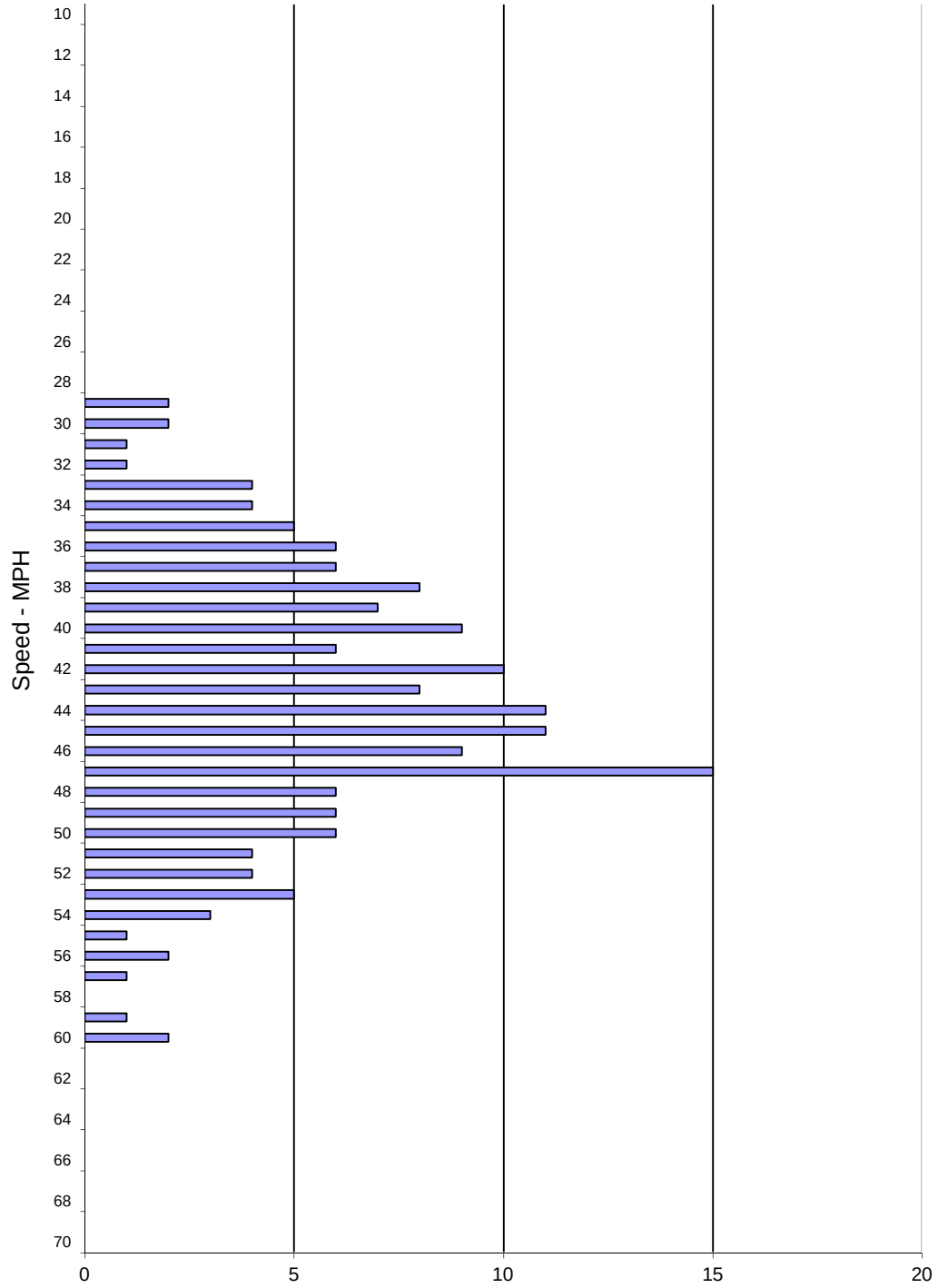
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 10 - Reservation Rd 1,800' W/O Imjin Pkwy
TIME: 09:10-09:50 **Posted Speed:** 55 MPH Clear/Dry **Project #: 18-8263-010**

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	2
30	2
31	1
32	1
33	4
34	4
35	5
36	6
37	6
38	8
39	7
40	9
41	6
42	10
43	8
44	11
45	11
46	9
47	15
48	6
49	6
50	6
51	4
52	4
53	5
54	3
55	1
56	2
57	1
58	
59	1
60	2
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	166	29 - 60	44 mph	50 mph	38 - 47	94	57%	18% / 31	25% / 41

Spot Speed Study

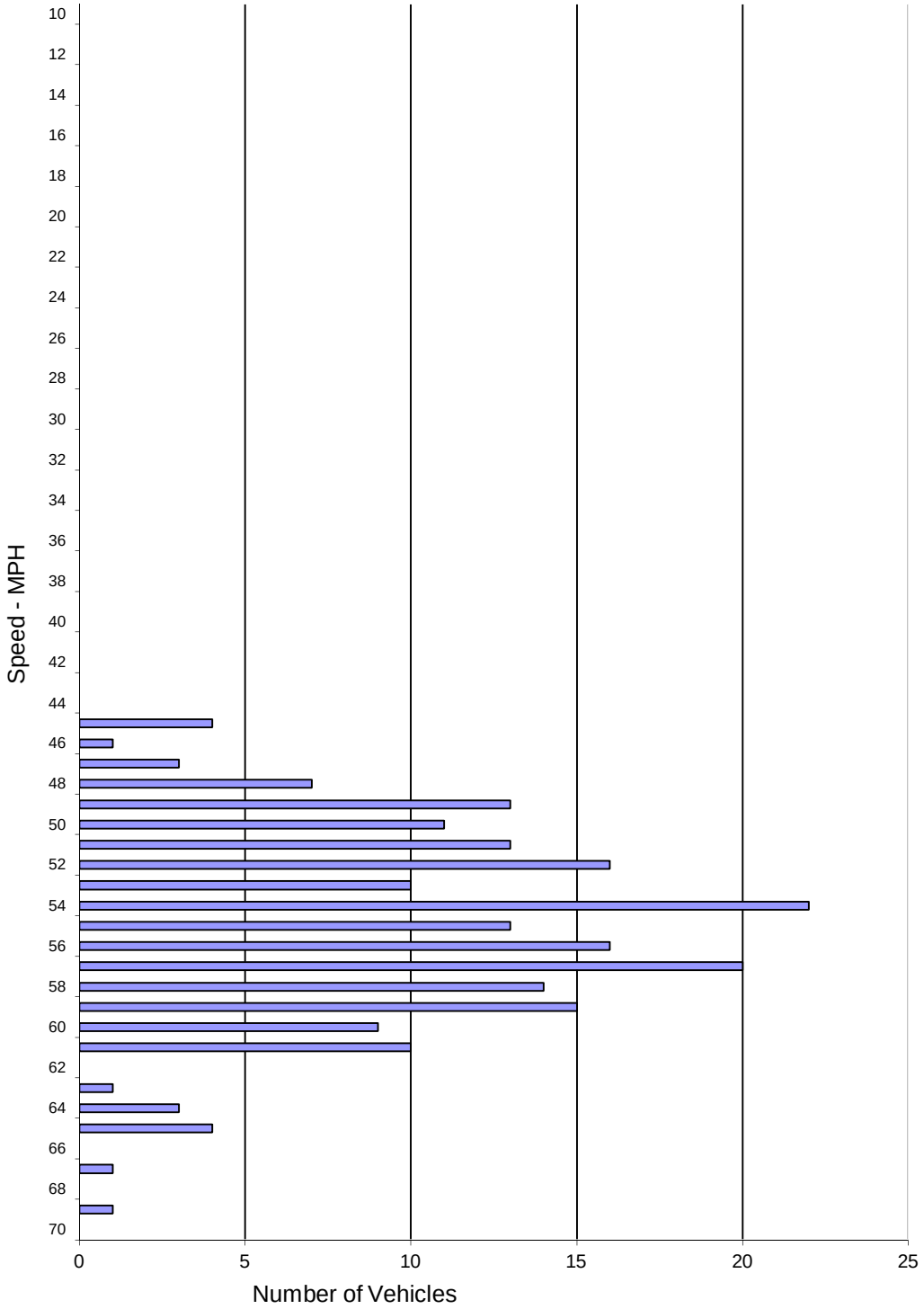
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018 **Location:** 11 - Reservation Rd 100' W/O Mbest Dr
TIME: 10:00-10:41 **Posted Speed:** 55 MPH Clear/Dry **Project #: 18-8263-011**

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	**4**
46	**1**
47	**3**
48	**7**
49	**13**
50	**11**
51	**13**
52	**16**
53	**10**
54	**22**
55	**13**
56	**16**
57	**20**
58	**14**
59	**15**
60	**9**
61	**10**
62	
63	**1**
64	**3**
65	**4**
66	
67	**1**
68	
69	**1**
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	207	45 - 69	55 mph	59 mph	50 - 59	150	72%	13% / 28	15% / 29

Spot Speed Study

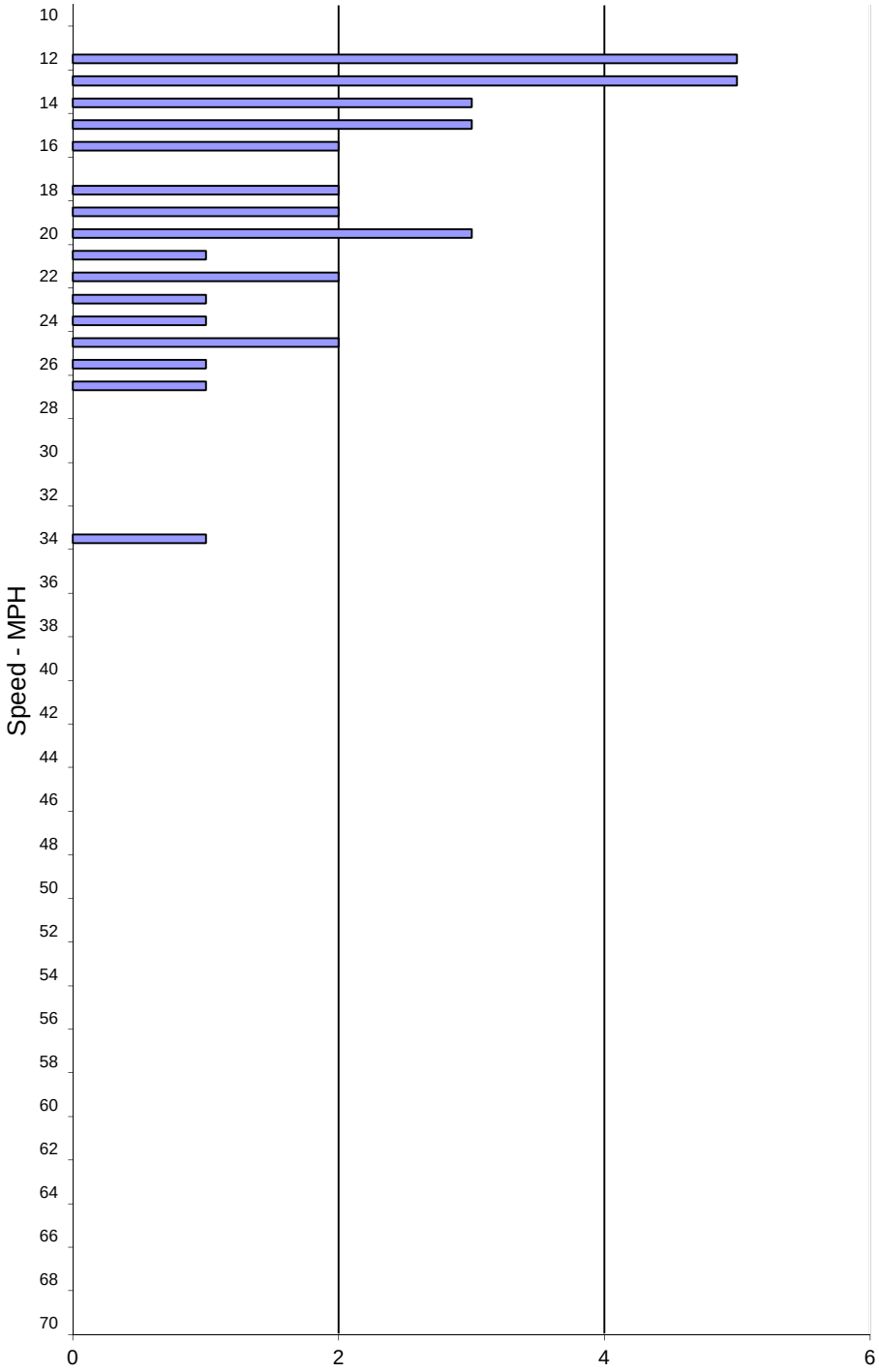
Prepared by: National Data & Surveying Services

City of Marina

DATE: 9/12/2018 **Location:** 12a - 8th St Bet. 2nd Ave & 3rd Ave
TIME: 9:00-11:00 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8439-001

Eastbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	5
13	5
14	3
15	3
16	2
17	
18	2
19	2
20	3
21	1
22	2
23	1
24	1
25	2
26	1
27	1
28	
29	
30	
31	
32	
33	
34	1
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	35	12 - 34	16 mph	24 mph	12 - 21	26	74%	0% / 0	26% / 9

Spot Speed Study

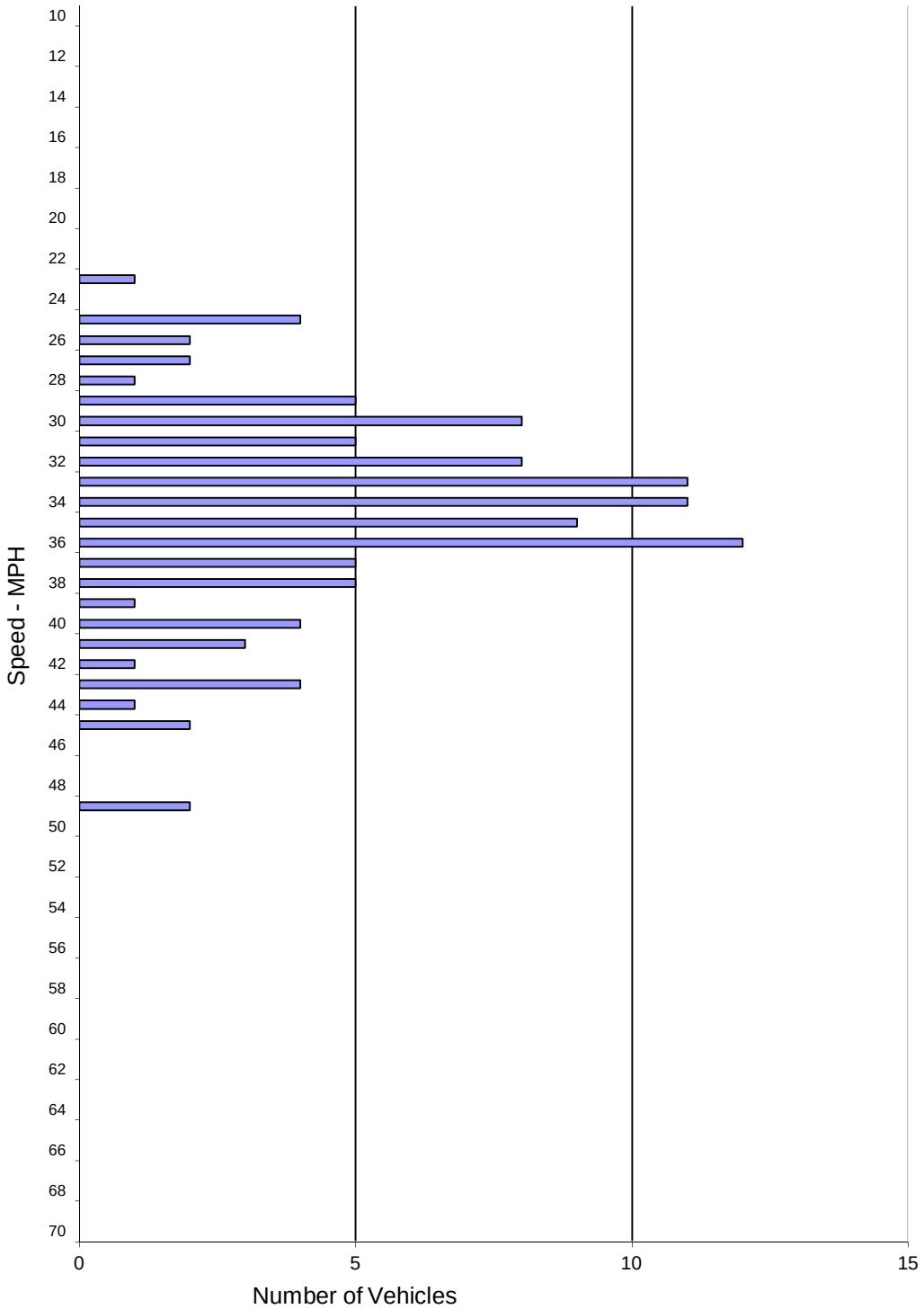
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 12b - 8th St 350' W/O 6th Ave
TIME: 11:40-13:00 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-012

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	1
24	
25	4
26	2
27	2
28	1
29	5
30	8
31	5
32	8
33	11
34	11
35	9
36	12
37	5
38	5
39	1
40	4
41	3
42	1
43	4
44	1
45	2
46	
47	
48	
49	2
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	23 - 49	34 mph	40 mph	29 - 38	79	74%	9% / 10	17% / 18

Spot Speed Study

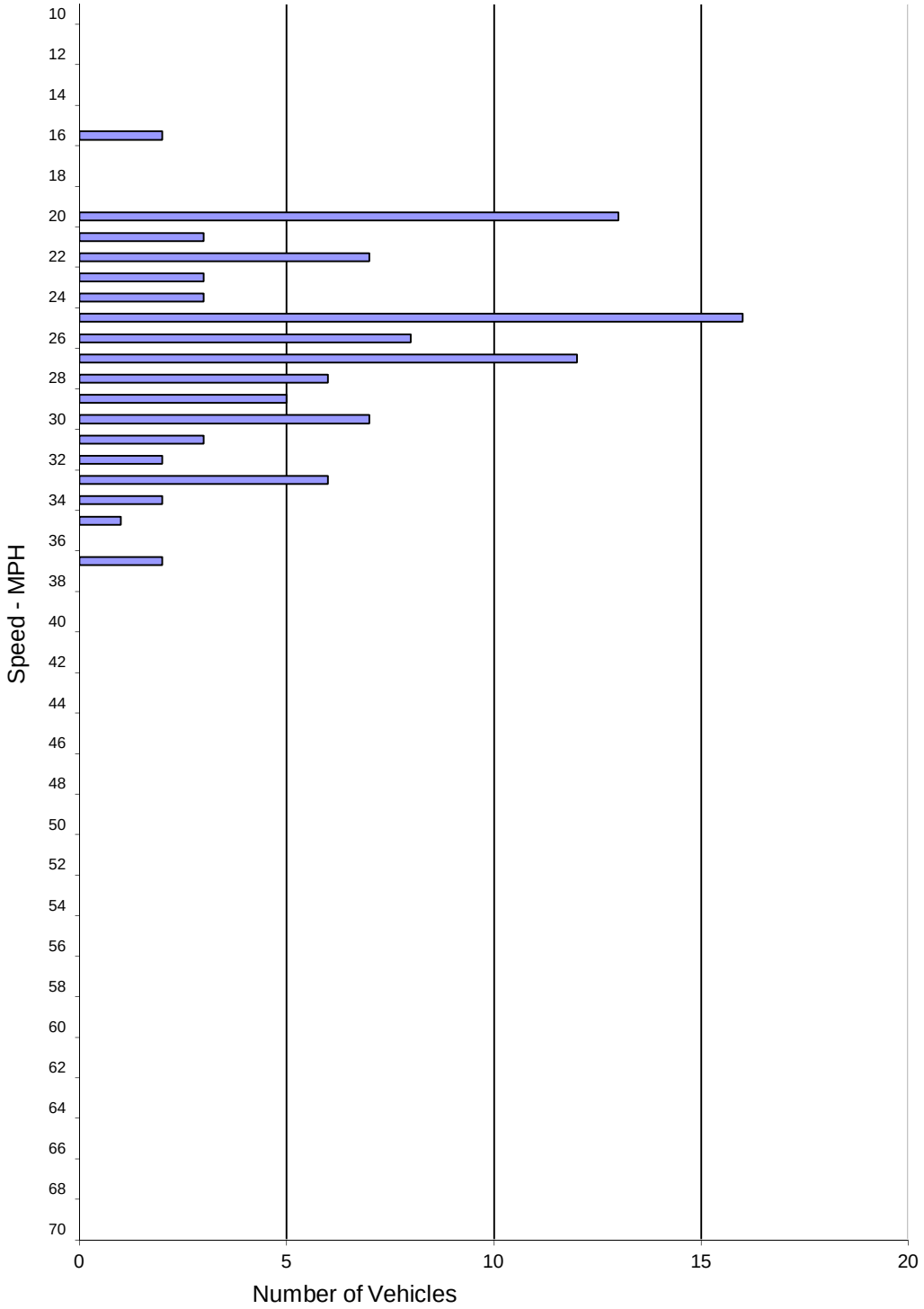
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 13 - 9th St 300' W/O 2nd Ave
TIME: 09:15-11:15 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-013

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	2
17	
18	
19	
20	13
21	3
22	7
23	3
24	3
25	16
26	8
27	12
28	6
29	5
30	7
31	3
32	2
33	6
34	2
35	1
36	
37	2
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	101	16 - 37	26 mph	31 mph	20 - 29	76	75%	1% / 2	23% / 23

Spot Speed Study

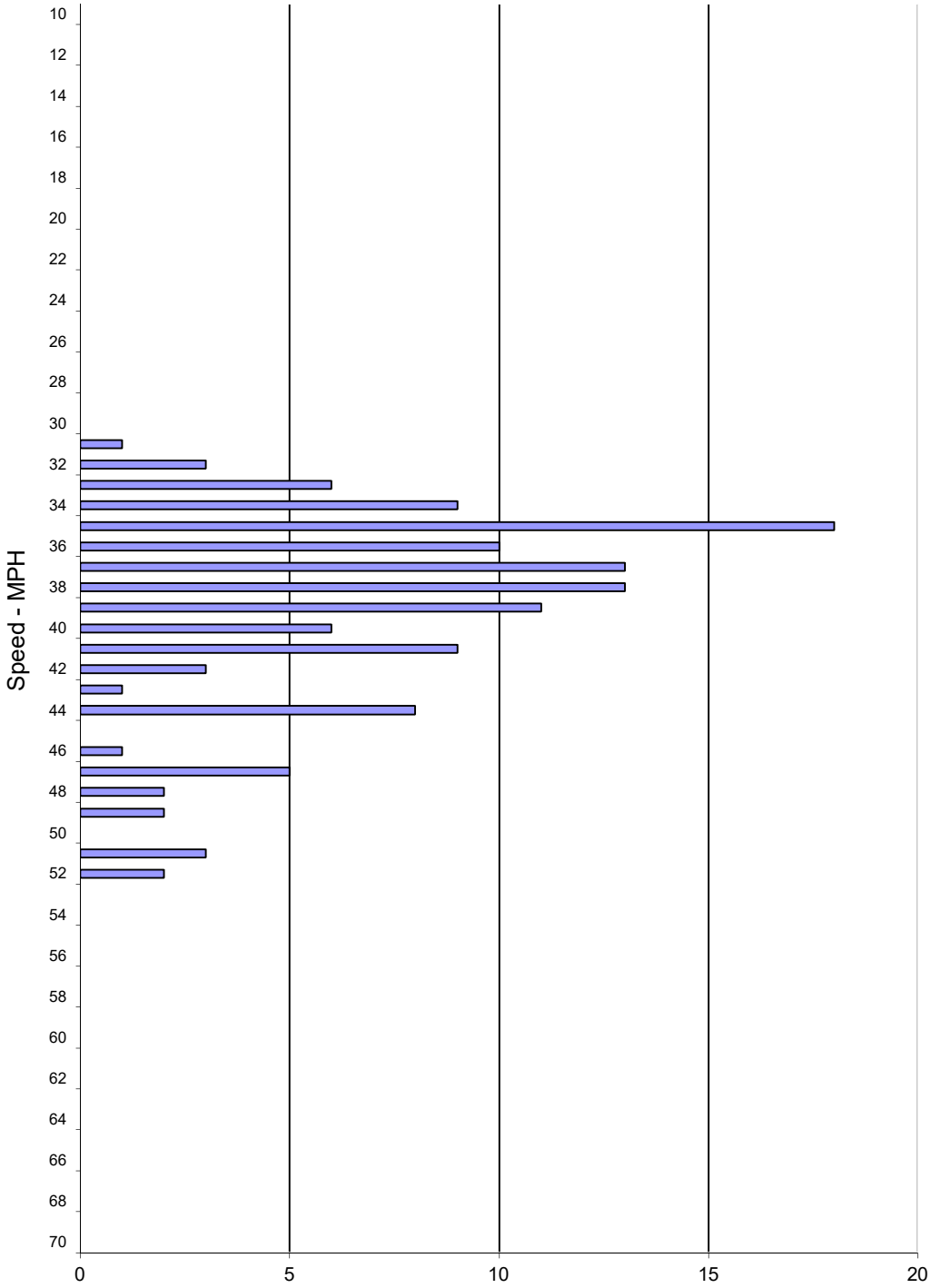
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018 **Location:** 14a - 2nd Ave 500' S/O 8th St
TIME: 09:00-10:00 **Posted Speed:** 35 MPH Clear/Dry **Project #: 18-8263-014**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	**1**
32	**3**
33	**6**
34	**9**
35	**18**
36	**10**
37	**13**
38	**13**
39	**11**
40	**6**
41	**9**
42	**3**
43	**1**
44	**8**
45	
46	**1**
47	**5**
48	**2**
49	**2**
50	
51	**3**
52	**2**
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	126	31 - 52	38 mph	44 mph	32 - 41	98	78%	0% / 1	22% / 27

Spot Speed Study

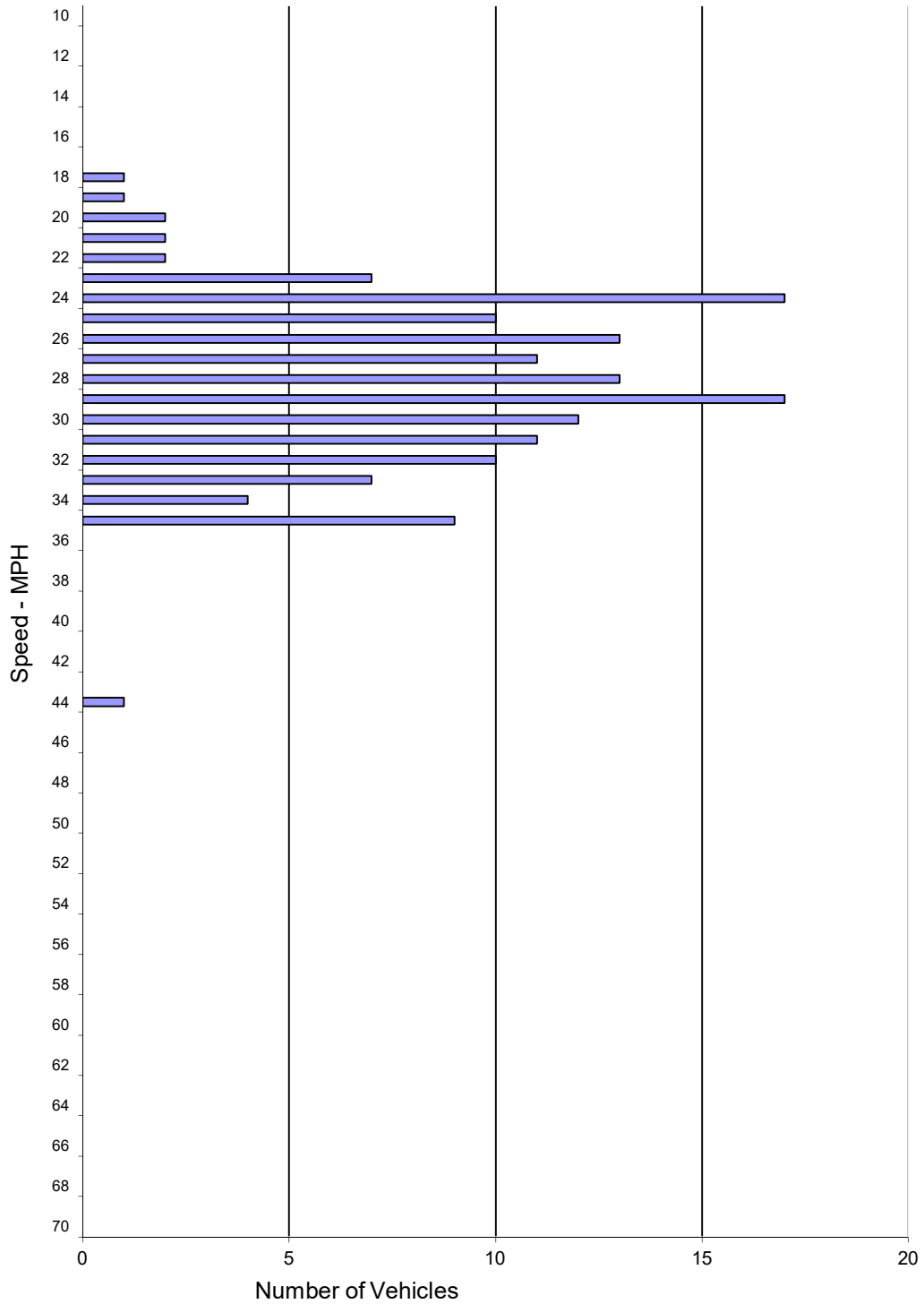
Prepared by: National Data & Surveying Services

City of Marina

DATE: 7/2/2019 **Location:** 14b - 2nd Ave 250' N/O General Stilwell Dr
TIME: 12:30-13:40 **Posted Speed:** 35 MPH Clear/Dry **Project #: 19-8372-002**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	1
19	1
20	2
21	2
22	2
23	7
24	17
25	10
26	13
27	11
28	13
29	17
30	12
31	11
32	10
33	7
34	4
35	9
36	
37	
38	
39	
40	
41	
42	
43	
44	1
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	150	18 - 44	28 mph	32 mph	23 - 32	121	81%	5% / 8	14% / 21

Spot Speed Study

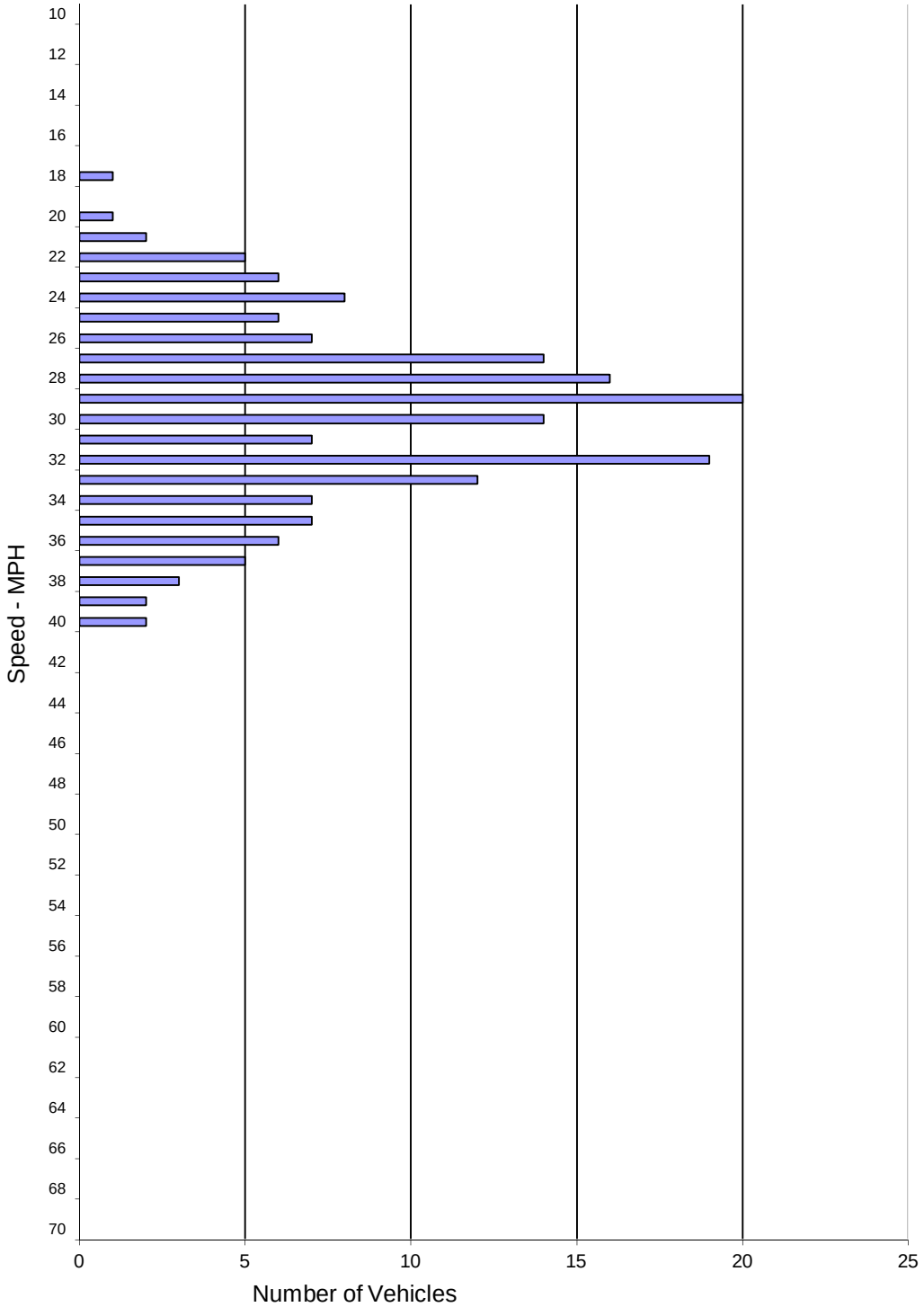
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 15 - Beach Rd 600' E/O Reservation Rd
TIME: 10:22-11:20 **Posted Speed:** None Clear/Dry **Project #: 18-8263-015**

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	1
19	
20	1
21	2
22	5
23	6
24	8
25	6
26	7
27	14
28	16
29	20
30	14
31	7
32	19
33	12
34	7
35	7
36	6
37	5
38	3
39	2
40	2
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	170	18 - 40	29 mph	34 mph	24 - 33	123	72%	8% / 15	19% / 32

Spot Speed Study

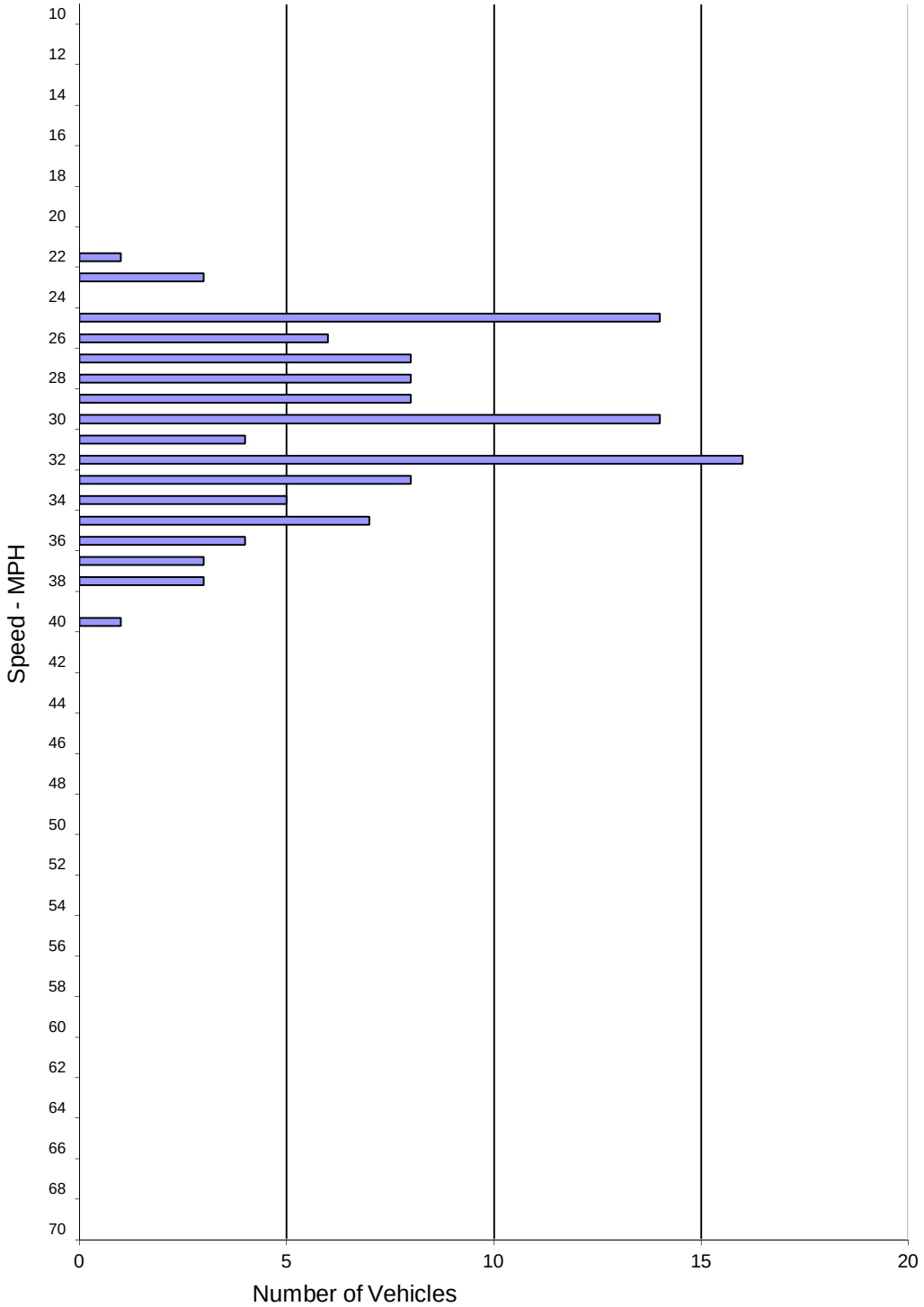
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 16 - 3184 Del Monte Blvd
TIME: 10:11-11:18 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-016

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	1
23	3
24	
25	14
26	6
27	8
28	8
29	8
30	14
31	4
32	16
33	8
34	5
35	7
36	4
37	3
38	3
39	
40	1
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	113	22 - 40	30 mph	35 mph	25 - 34	91	81%	3% / 4	16% / 18

Spot Speed Study

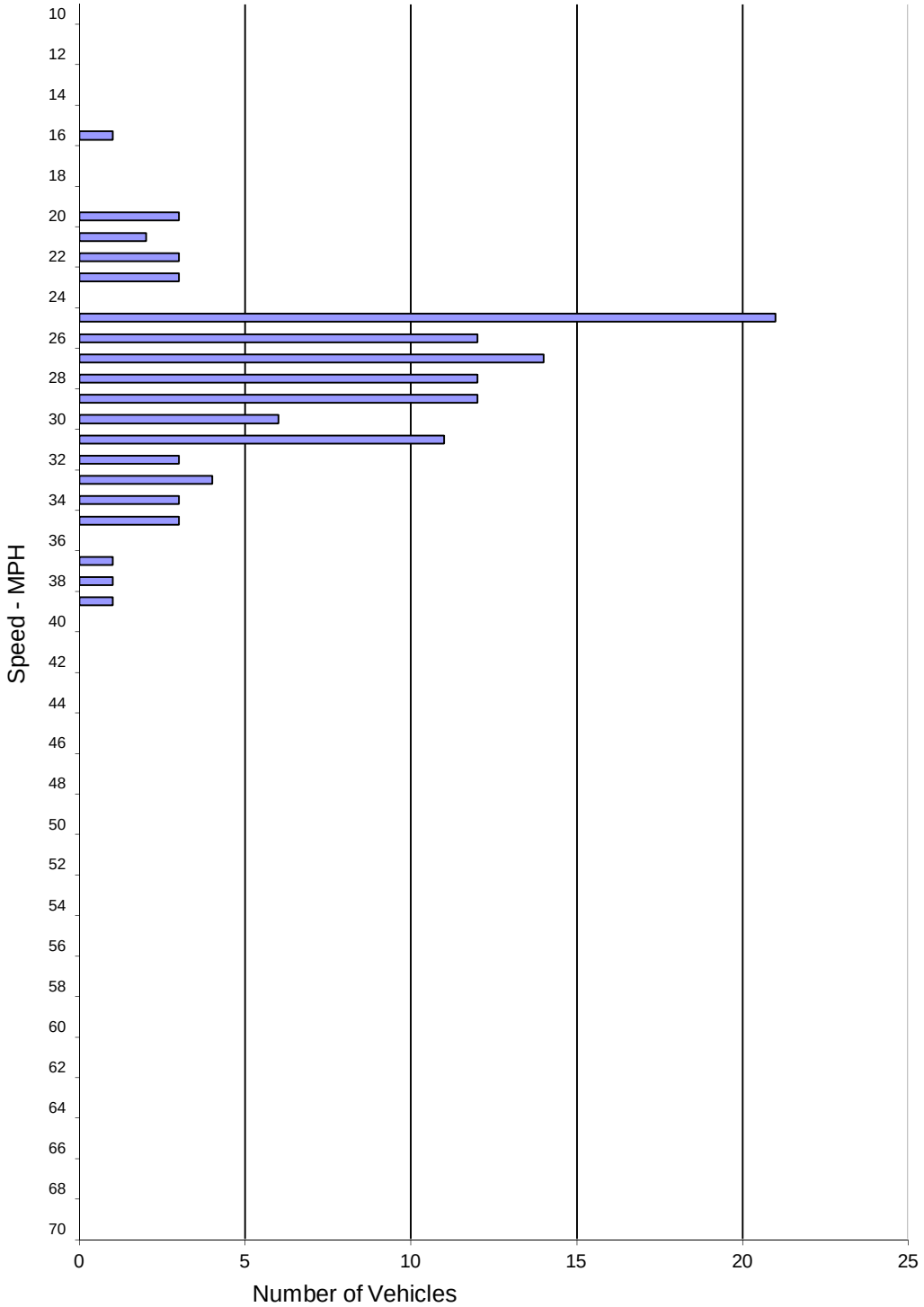
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 17 - 3159 Crescent Ave
TIME: 11:49-13:05 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-017

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	1
17	
18	
19	
20	3
21	2
22	3
23	3
24	
25	21
26	12
27	14
28	12
29	12
30	6
31	11
32	3
33	4
34	3
35	3
36	
37	1
38	1
39	1
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	116	16 - 39	27 mph	31 mph	25 - 34	98	84%	10% / 12	6% / 6

Spot Speed Study

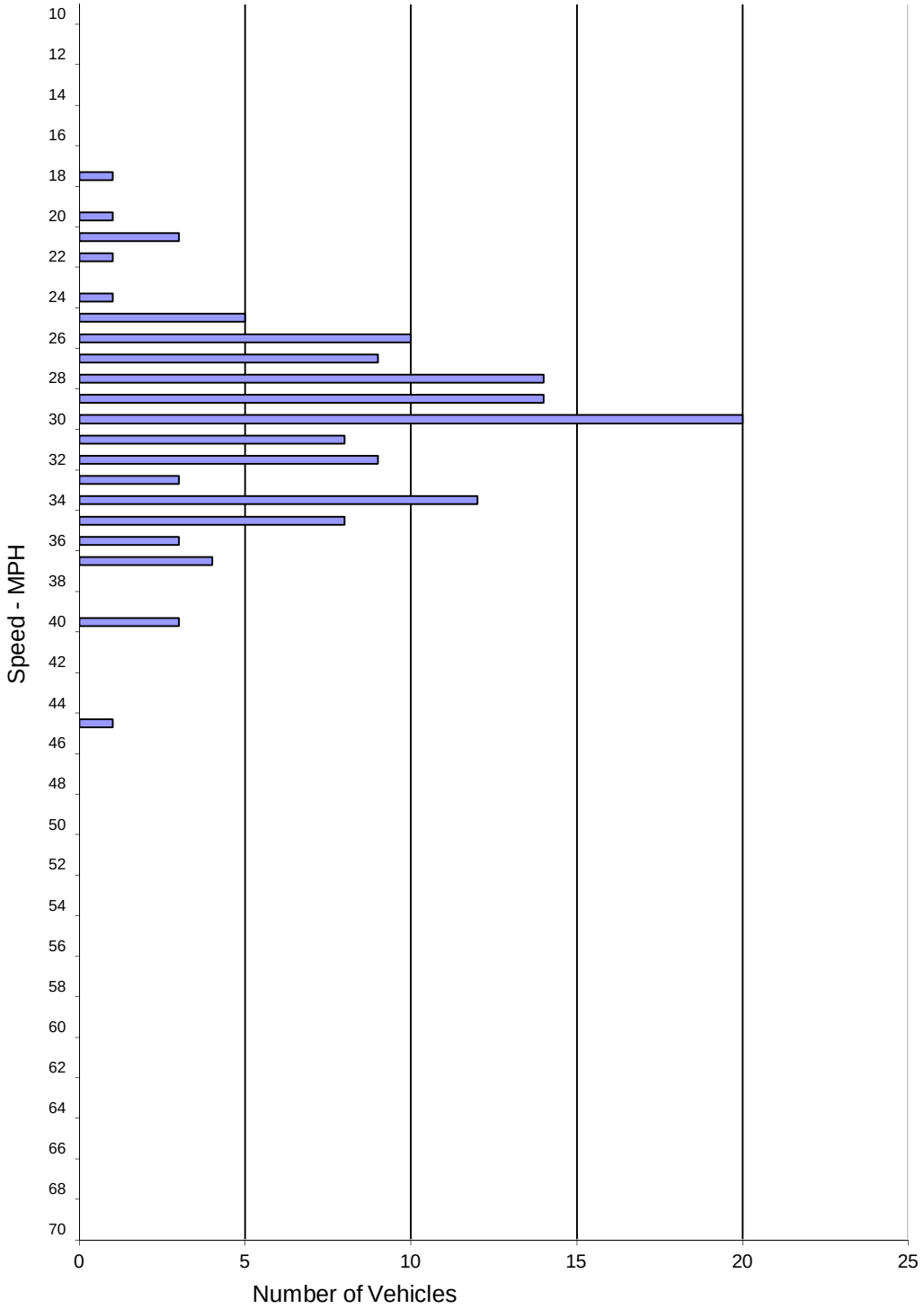
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 18 - 3122 Crescent Ave
TIME: 09:00-10:00 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-018

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	1
19	
20	1
21	3
22	1
23	
24	1
25	5
26	10
27	9
28	14
29	14
30	20
31	8
32	9
33	3
34	12
35	8
36	3
37	4
38	
39	
40	3
41	
42	
43	
44	
45	1
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	130	18 - 45	30 mph	34 mph	26 - 35	107	82%	9% / 12	9% / 11

Spot Speed Study

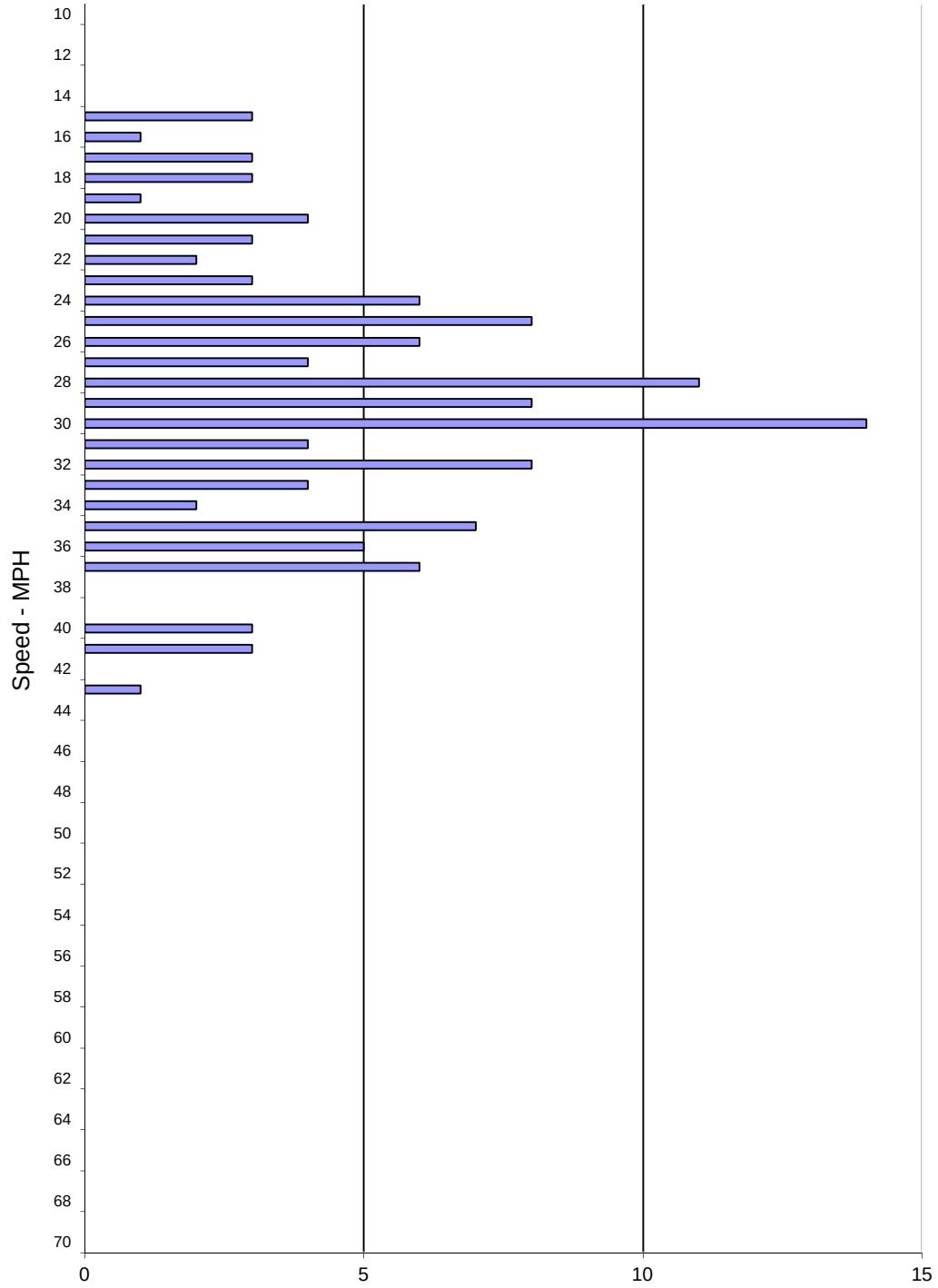
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 19 - Cardoza Ave100' S/O Redondo Ct
TIME: 11:25-12:35 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-019

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	3
16	1
17	3
18	3
19	1
20	4
21	3
22	2
23	3
24	6
25	8
26	6
27	4
28	11
29	8
30	14
31	4
32	8
33	4
34	2
35	7
36	5
37	6
38	
39	
40	3
41	3
42	
43	1
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	123	15 - 43	29 mph	35 mph	24 - 33	73	59%	18% / 23	22% / 27

Spot Speed Study

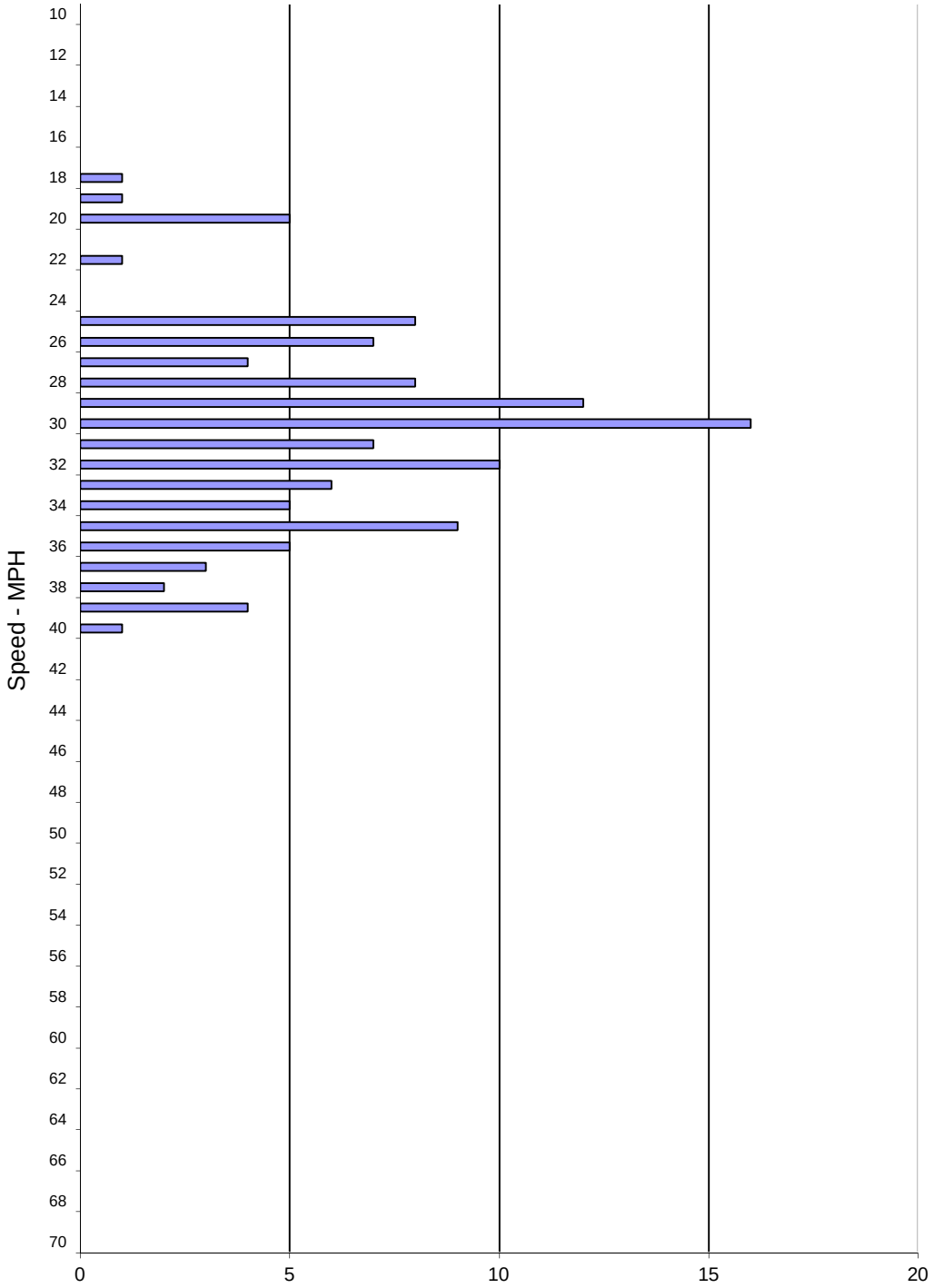
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 20 - 235 Beach Rd
TIME: 10:50-11:50 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-020

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	1
19	1
20	5
21	
22	1
23	
24	
25	8
26	7
27	4
28	8
29	12
30	16
31	7
32	10
33	6
34	5
35	9
36	5
37	3
38	2
39	4
40	1
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	115	18 - 40	30 mph	35 mph	26 - 35	84	73%	13% / 16	14% / 15

Spot Speed Study

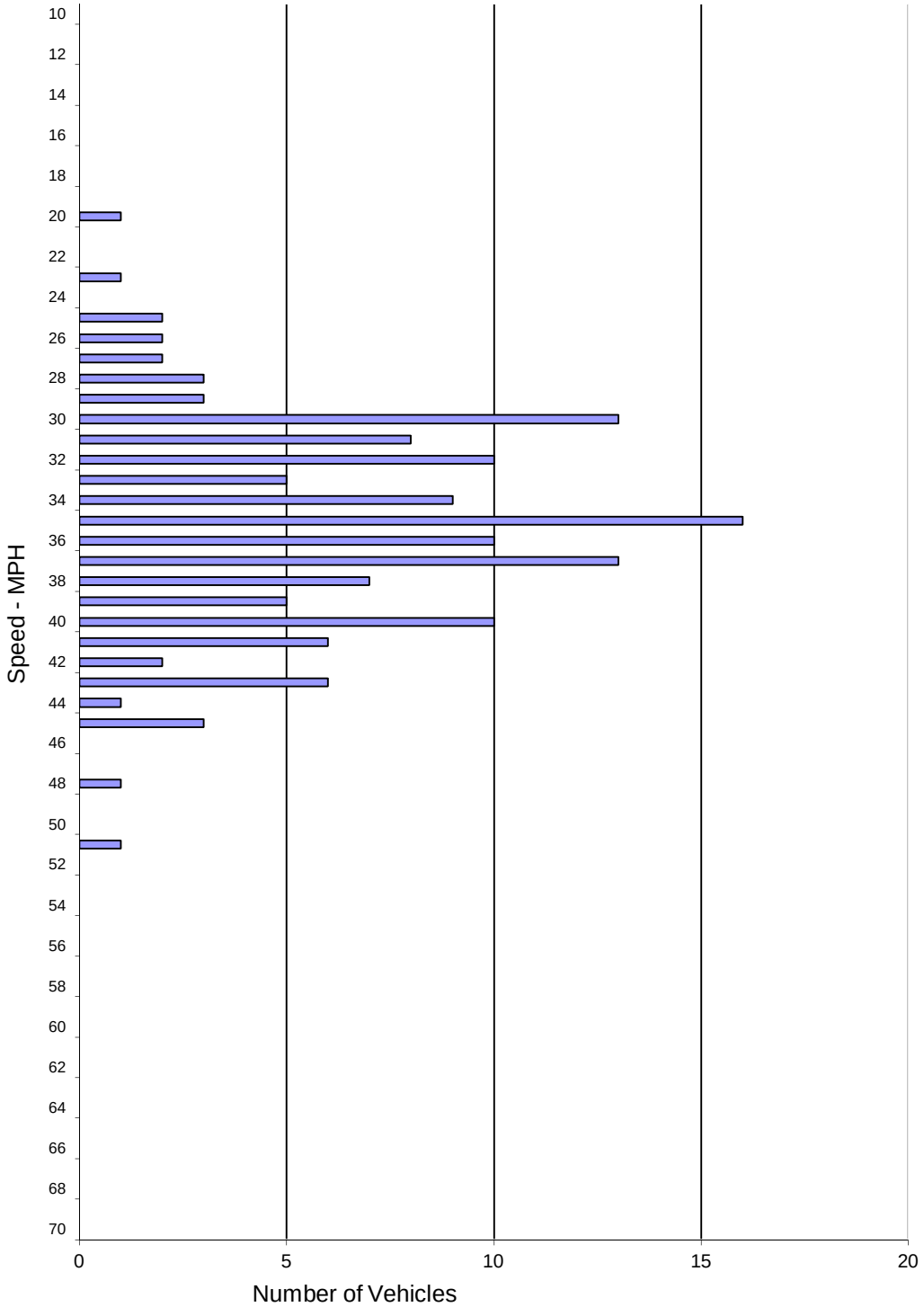
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 21 - California Ave 100' S/O Exeter Pl
TIME: 11:00-12:00 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8263-021

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	1
21	
22	
23	1
24	
25	2
26	2
27	2
28	3
29	3
30	13
31	8
32	10
33	5
34	9
35	16
36	10
37	13
38	7
39	5
40	10
41	6
42	2
43	6
44	1
45	3
46	
47	
48	1
49	
50	
51	1
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	140	20 - 51	35 mph	40 mph	30 - 39	96	69%	10% / 14	22% / 30

Spot Speed Study

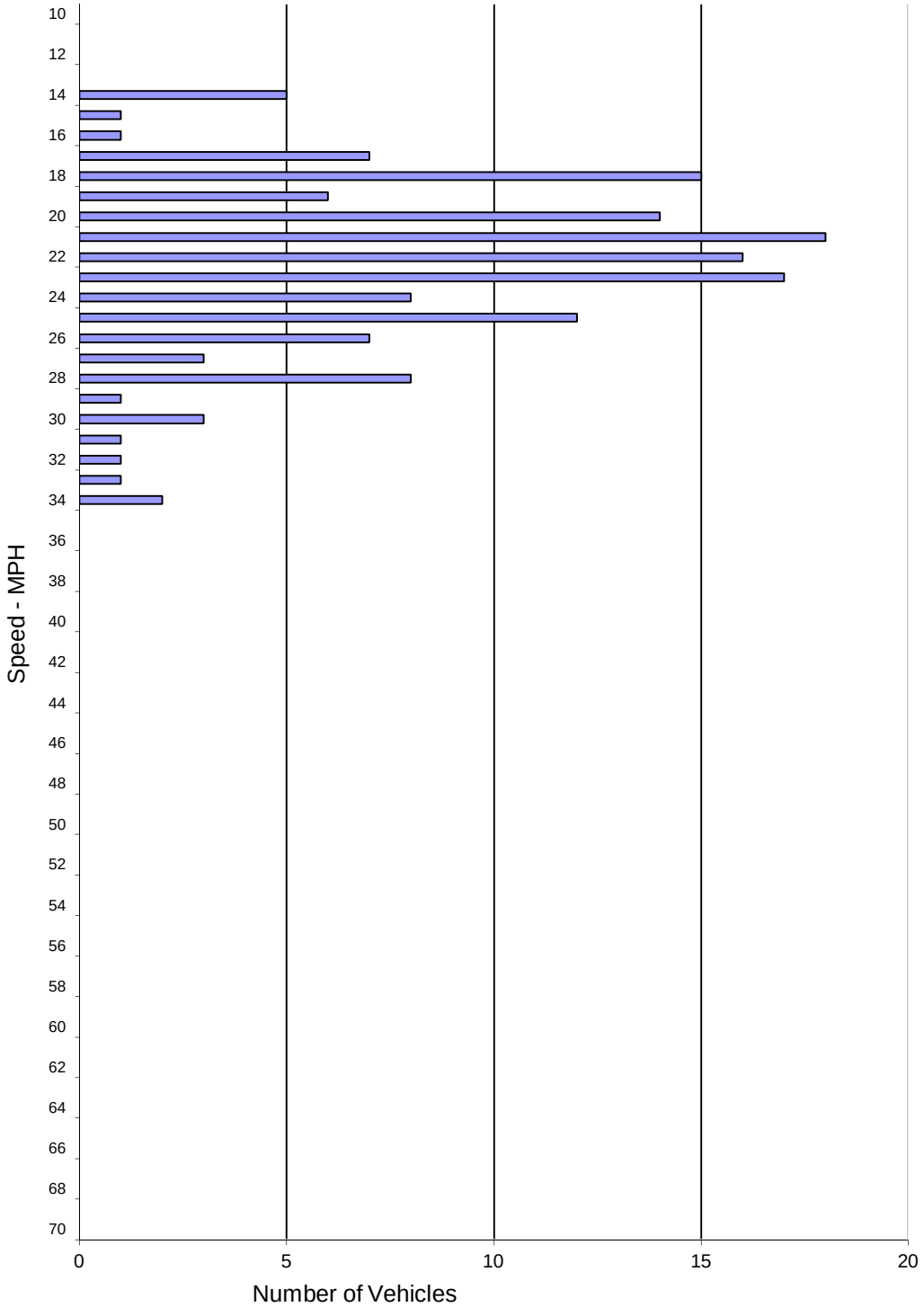
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 22 - California Ave 400' N/O Reindollar Ave
TIME: 09:00-09:45 **Posted Speed:** 30 MPH Clear/Dry **Project #: 18-8263-022**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	5
15	1
16	1
17	7
18	15
19	6
20	14
21	18
22	16
23	17
24	8
25	12
26	7
27	3
28	8
29	1
30	3
31	1
32	1
33	1
34	2
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	147	14 - 34	22 mph	26 mph	17 - 26	120	82%	4% / 7	14% / 20

Spot Speed Study

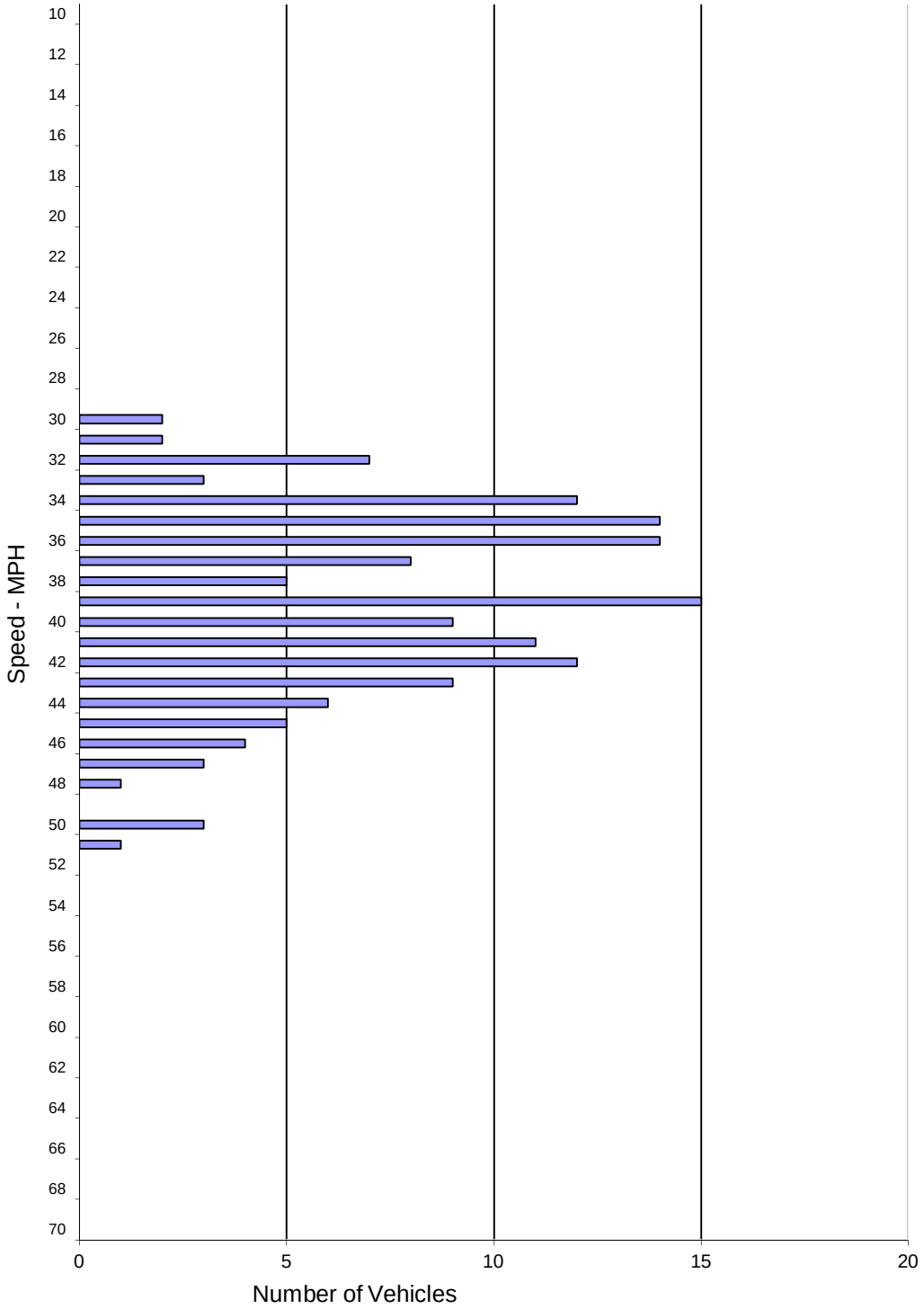
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018 **Location:** 23 - California Ave 150' S/O 3rd St
TIME: 10:10-11:10 **Posted Speed:** 35 MPH Clear/Dry **Project #:** 18-8263-023

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	**2**
31	**2**
32	**7**
33	**3**
34	**12**
35	**14**
36	**14**
37	**8**
38	**5**
39	**15**
40	**9**
41	**11**
42	**12**
43	**9**
44	**6**
45	**5**
46	**4**
47	**3**
48	**1**
49	
50	**3**
51	**1**
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	146	30 - 51	39 mph	44 mph	34 - 43	109	75%	9% / 14	16% / 23

Spot Speed Study

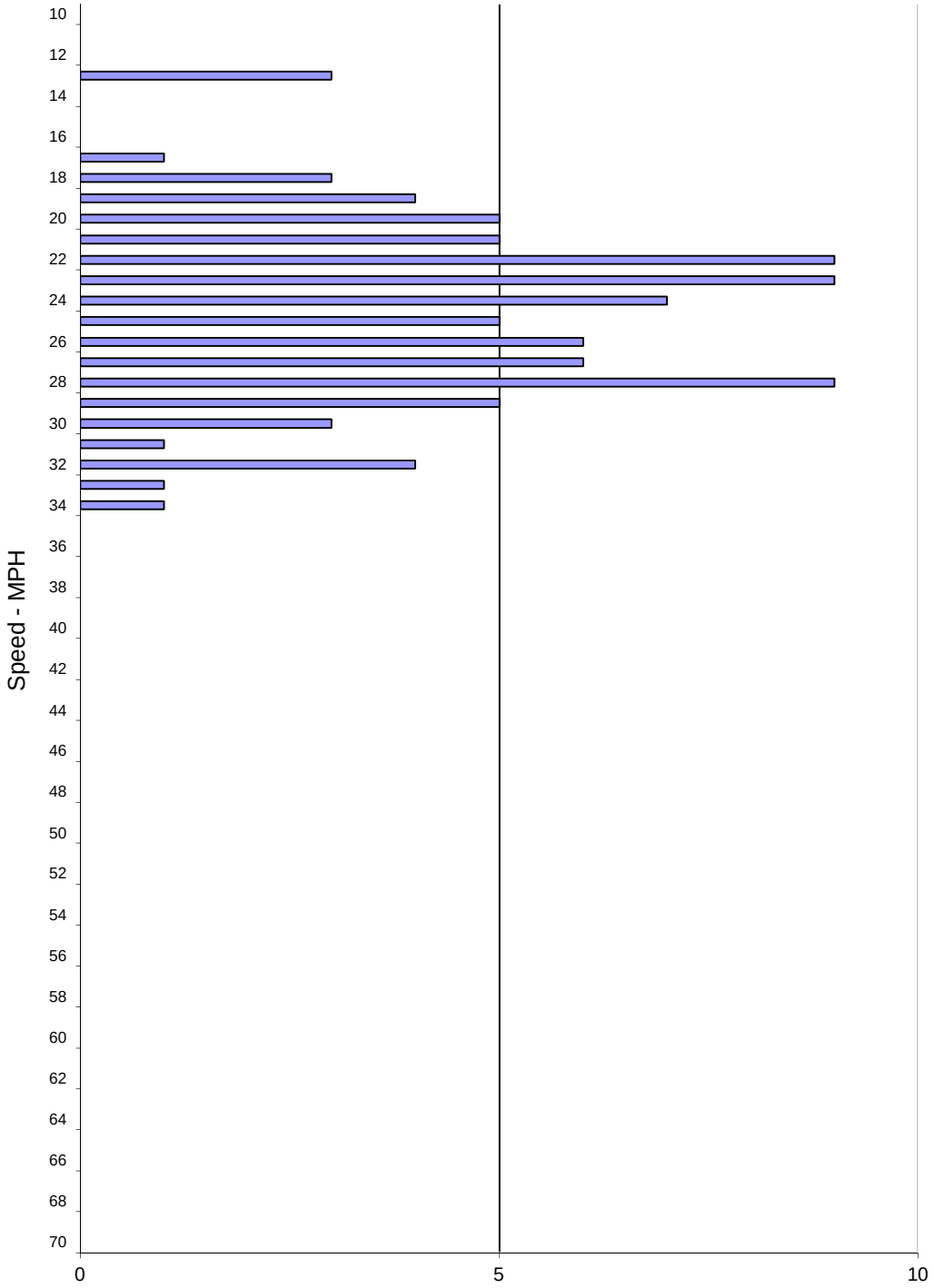
Prepared by: National Data & Surveying Services

City of Marina

DATE: 6/27/2018 **Location:** 24 - California Ave 200' S/O Imjin Pkwy
TIME: 13:00-15:00 **Posted Speed:** None Clear/Dry **Project #: 18-8263-024**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	3
14	
15	
16	
17	1
18	3
19	4
20	5
21	5
22	9
23	9
24	7
25	5
26	6
27	6
28	9
29	5
30	3
31	1
32	4
33	1
34	1
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	87	13 - 34	24 mph	29 mph	20 - 29	66	76%	12% / 11	12% / 10

Spot Speed Study

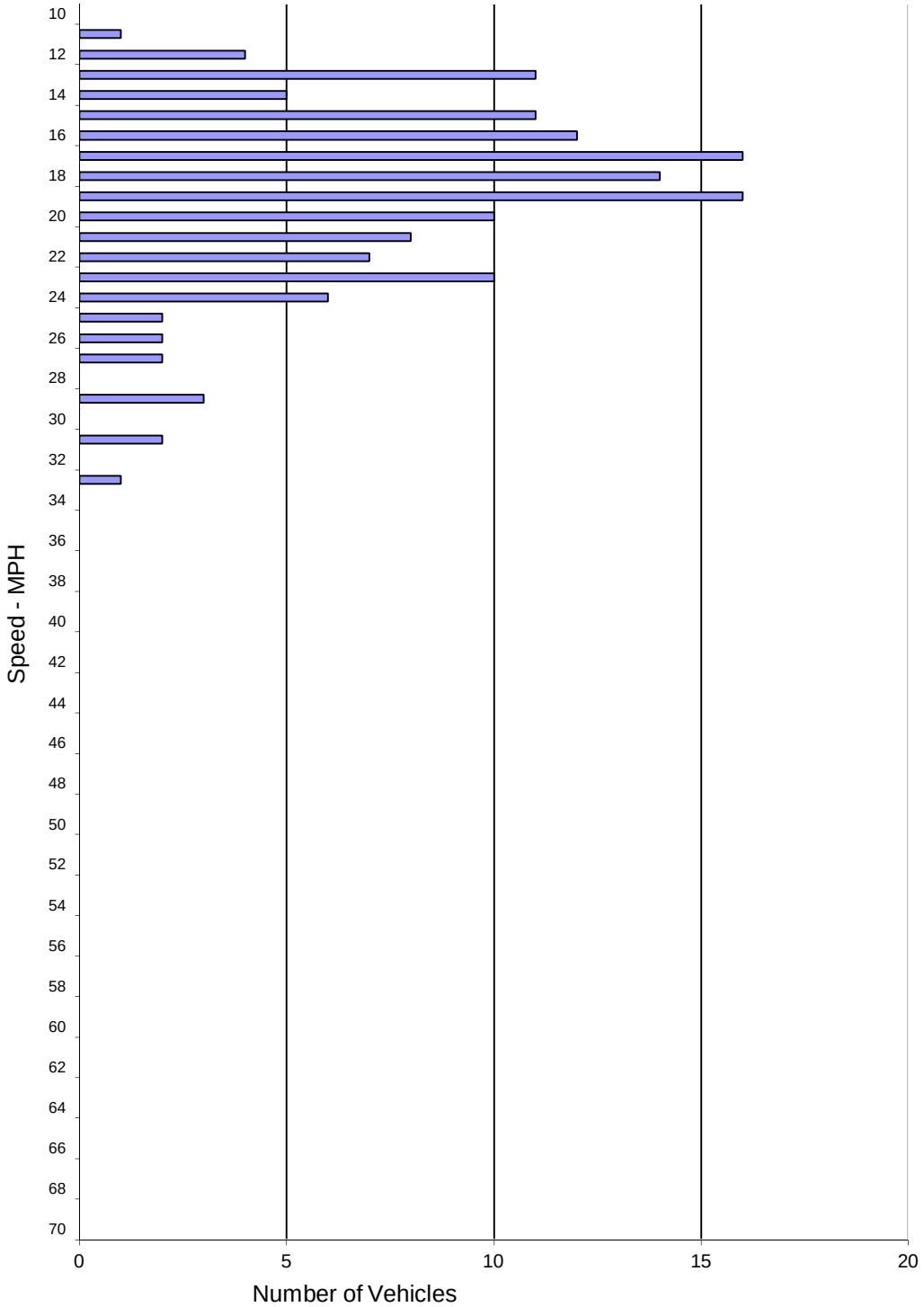
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 25 - Reindollar Ave 200' W/O Vaughn Ave
TIME: 09:15-10:45 **Posted Speed:** None Clear/Dry **Project #:** 18-8263-025

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	1
12	4
13	11
14	5
15	11
16	12
17	16
18	14
19	16
20	10
21	8
22	7
23	10
24	6
25	2
26	2
27	2
28	
29	3
30	
31	2
32	
33	1
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	143	11 - 33	18 mph	23 mph	15 - 24	115	80%	14% / 21	5% / 7

Spot Speed Study

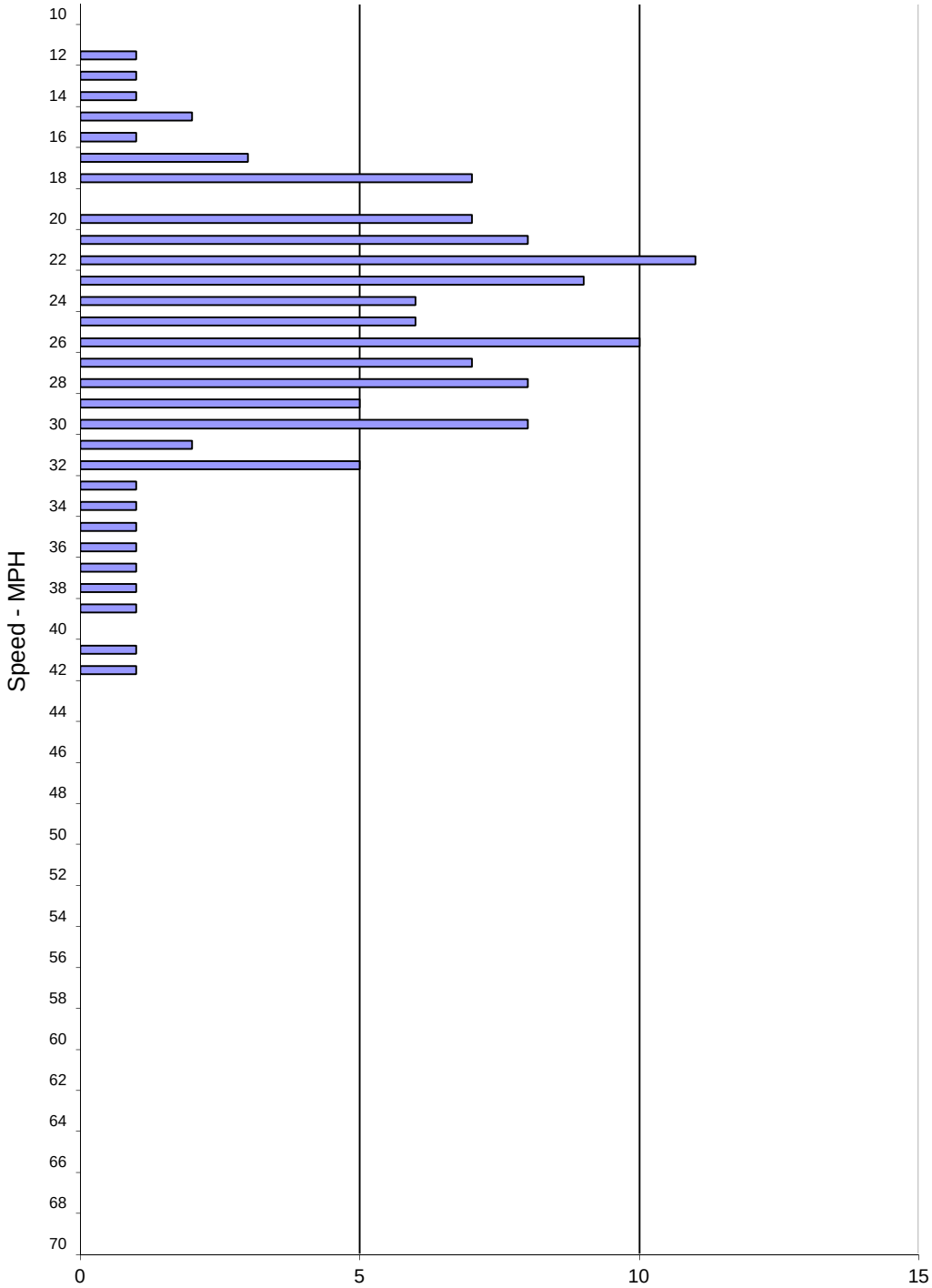
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 26 - Reindollar Ave 100' E/O Eddy St
TIME: 11:50-12:50 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-026

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	1
13	1
14	1
15	2
16	1
17	3
18	7
19	
20	7
21	8
22	11
23	9
24	6
25	6
26	10
27	7
28	8
29	5
30	8
31	2
32	5
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	
41	1
42	1
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	117	12 - 42	25 mph	30 mph	21 - 30	78	67%	19% / 23	14% / 16

Spot Speed Study

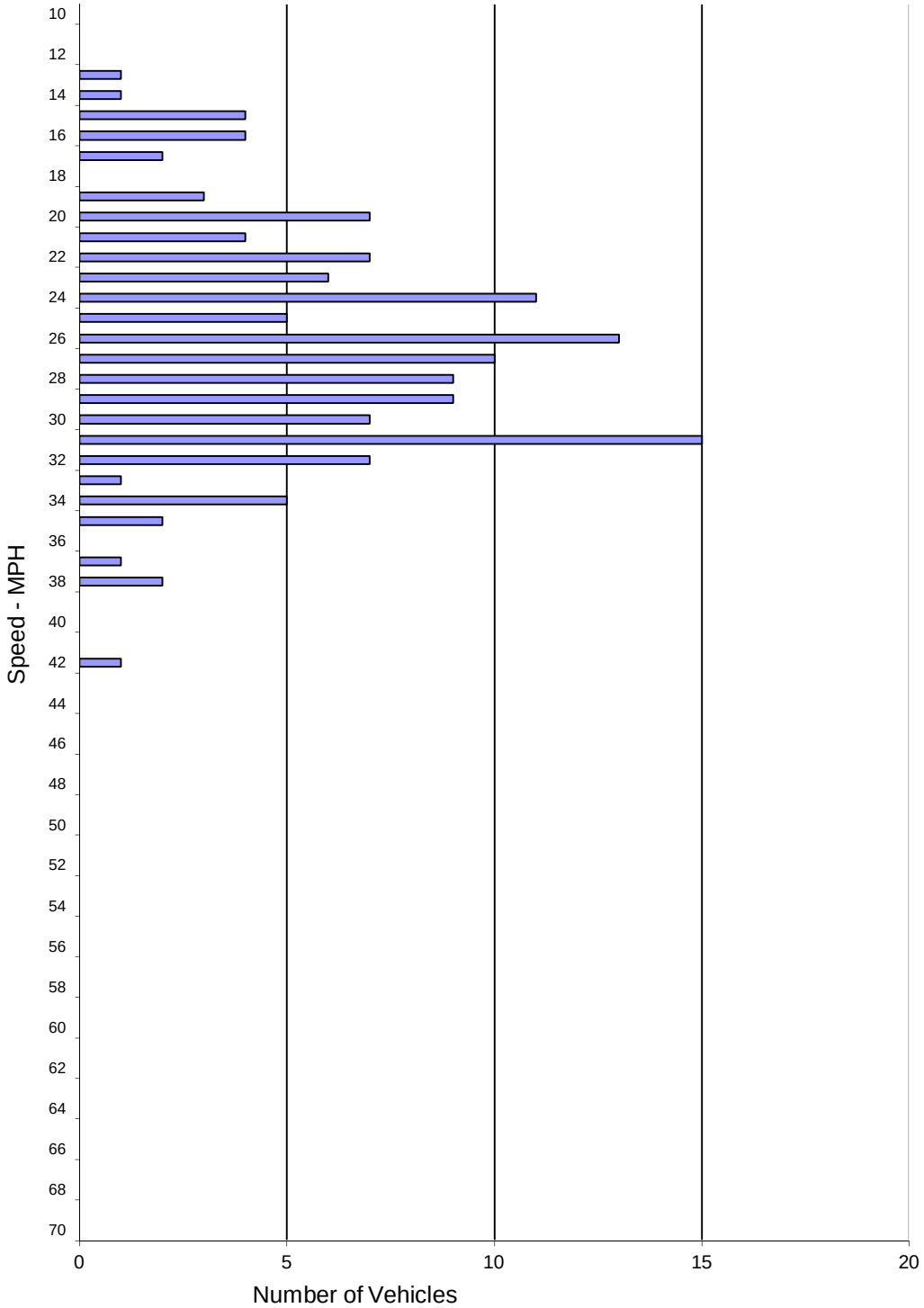
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 27 - Carmel Ave 50' W/O Busby Ln
TIME: 9:07-10:07 **Posted Speed:** None Clear/Dry **Project #:** 18-8263-027

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	1
14	1
15	4
16	4
17	2
18	
19	3
20	7
21	4
22	7
23	6
24	11
25	5
26	13
27	10
28	9
29	9
30	7
31	15
32	7
33	1
34	5
35	2
36	
37	1
38	2
39	
40	
41	
42	1
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	137	13 - 42	27 mph	31 mph	22 - 31	92	67%	18% / 26	14% / 19

Spot Speed Study

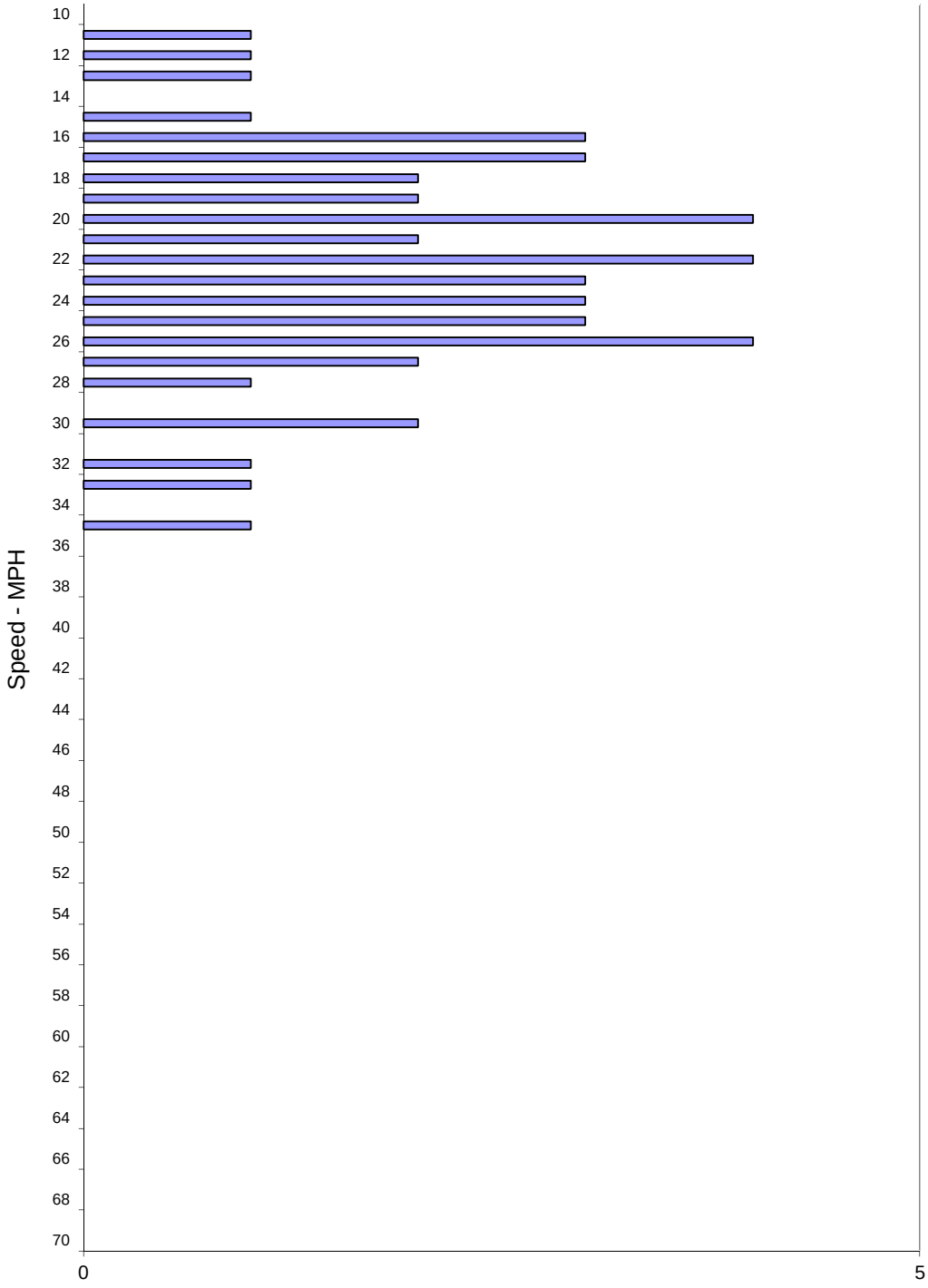
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 28 - Carmel Ave 200' E/O Lynscott Dr
TIME: 10:10-12:10 **Posted Speed:** 15 MPH Clear/Dry **Project #:** 18-8263-028

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	1
12	1
13	1
14	
15	1
16	3
17	3
18	2
19	2
20	4
21	2
22	4
23	3
24	3
25	3
26	4
27	2
28	1
29	
30	2
31	
32	1
33	1
34	
35	1
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	45	11 - 35	22 mph	27 mph	17 - 26	30	67%	15% / 7	18% / 8

Spot Speed Study

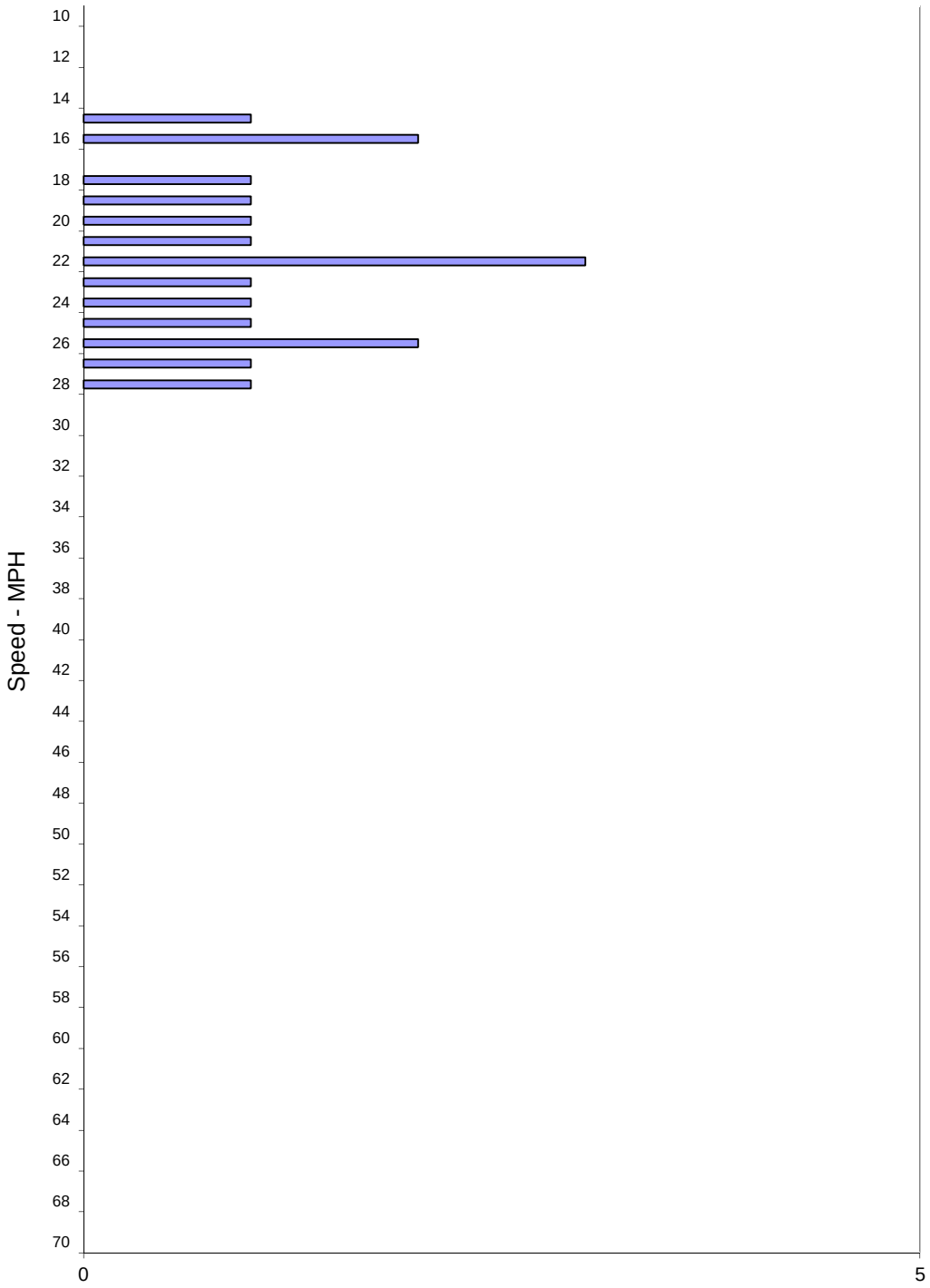
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 29 - Salinas Ave 50' N/O Ellis Ct
TIME: 12:00-14:00 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-029

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	1
16	2
17	
18	1
19	1
20	1
21	1
22	3
23	1
24	1
25	1
26	2
27	1
28	1
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	17	15 - 28	22 mph	26 mph	18 - 27	13	76%	17% / 3	6% / 1

Spot Speed Study

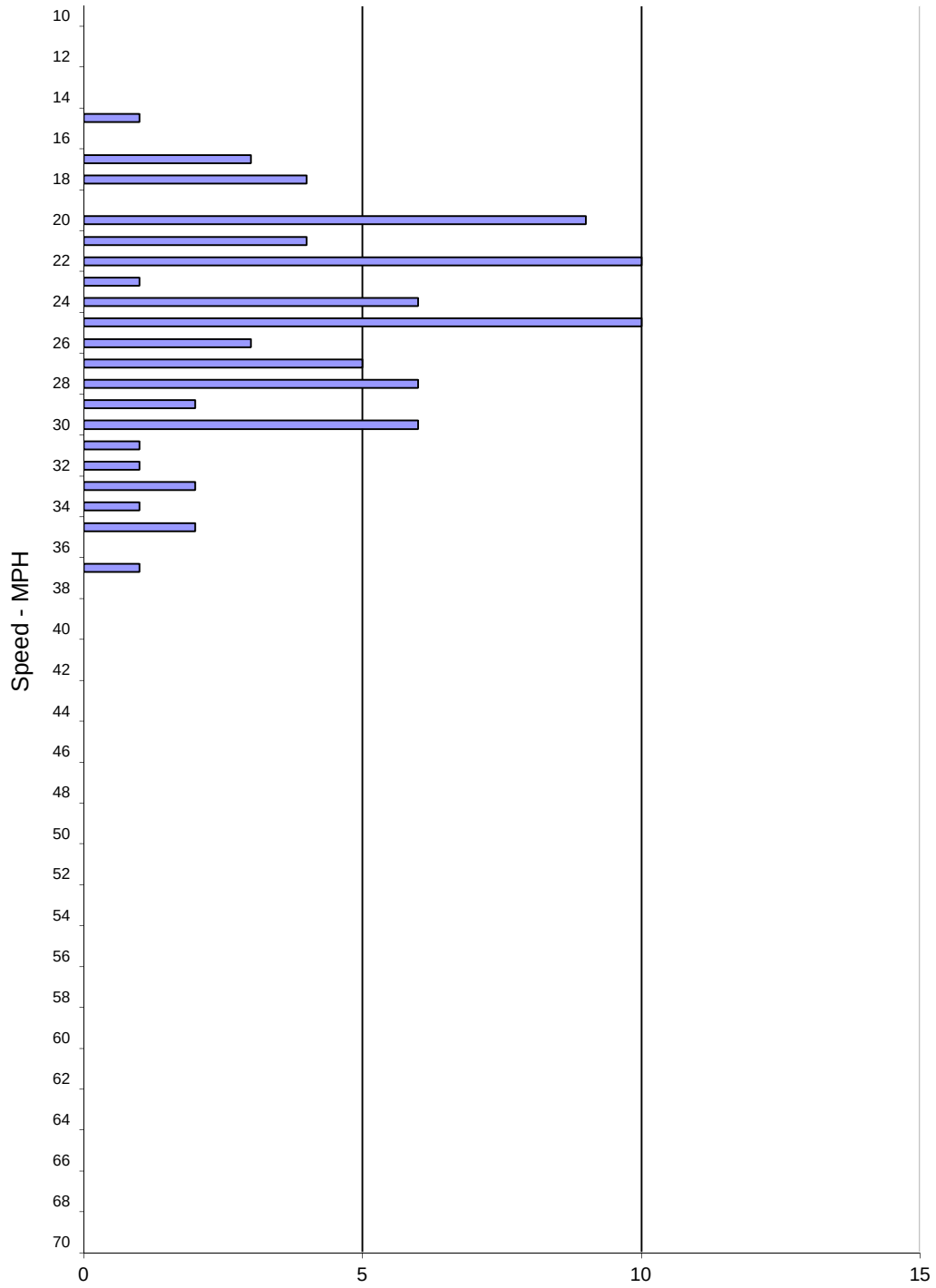
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018 **Location:** 30 - 3344 Paul Davis Dr
TIME: 11:55-13:55 **Posted Speed:** 20 MPH Clear/Dry **Project #:** 18-8263-030

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	1
16	
17	3
18	4
19	
20	9
21	4
22	10
23	1
24	6
25	10
26	3
27	5
28	6
29	2
30	6
31	1
32	1
33	2
34	1
35	2
36	
37	1
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	78	15 - 37	25 mph	30 mph	20 - 29	56	72%	10% / 8	18% / 14

Spot Speed Study

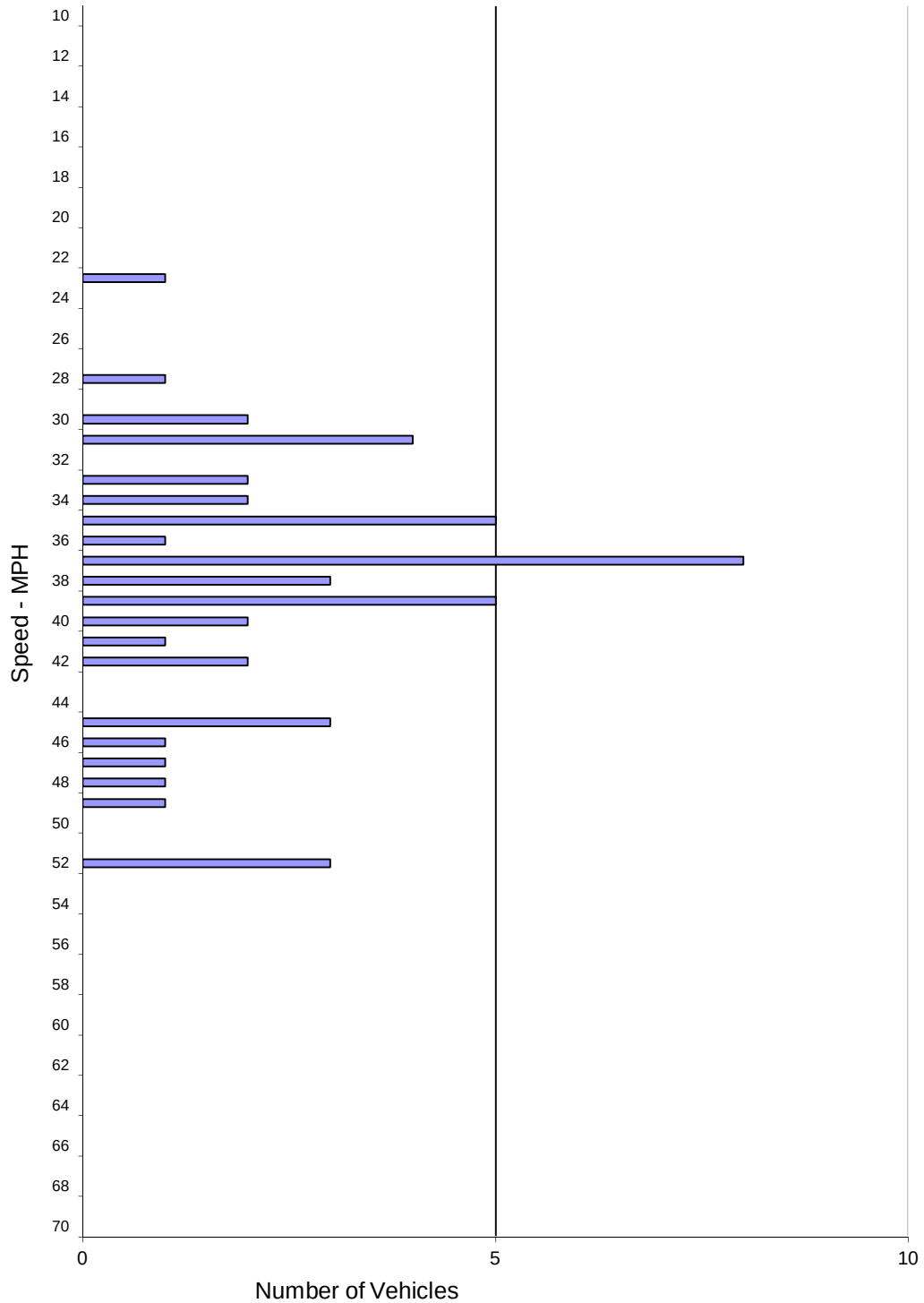
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018 **Location:** 31 - Patton Pkwy W/O California Ave
TIME: 10:50-12:50 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-031

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	1
24	
25	
26	
27	
28	1
29	
30	2
31	4
32	
33	2
34	2
35	5
36	1
37	8
38	3
39	5
40	2
41	1
42	2
43	
44	
45	3
46	1
47	1
48	1
49	1
50	
51	
52	3
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	49	23 - 52	37 mph	45 mph	30 - 39	32	65%	4% / 2	31% / 15

Spot Speed Study

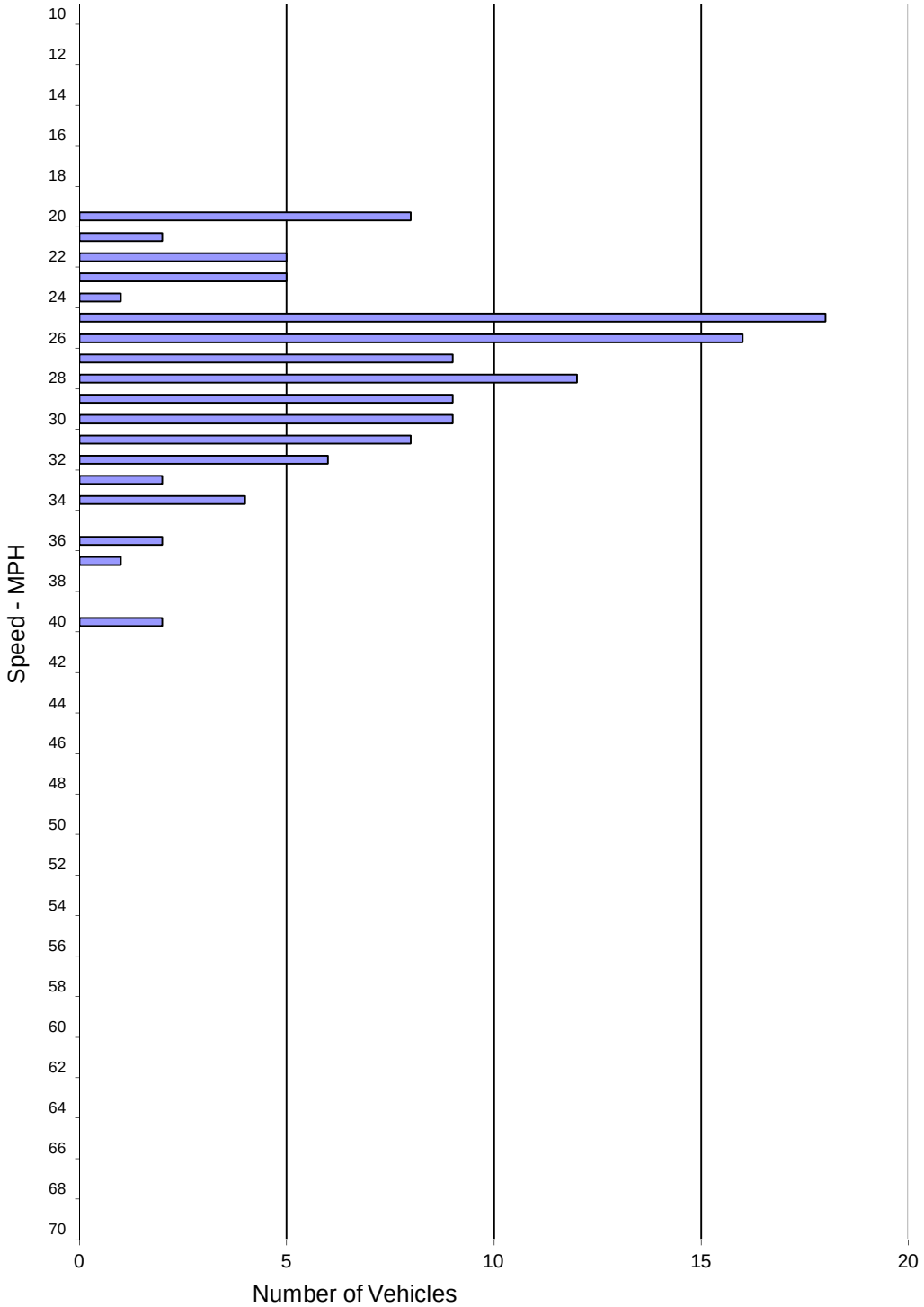
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 32 - Crescent Ave 300' N/O Patton Pkwy
TIME: 10:08-11:08 **Posted Speed:** 25 MPH Clear/Dry **Project #: 18-8263-032**

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	**8**
21	**2**
22	**5**
23	**5**
24	**1**
25	**18**
26	**16**
27	**9**
28	**12**
29	**9**
30	**9**
31	**8**
32	**6**
33	**2**
34	**4**
35	
36	**2**
37	**1**
38	
39	
40	**2**
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	119	20 - 40	27 mph	31 mph	23 - 32	93	78%	12% / 15	10% / 11

Spot Speed Study

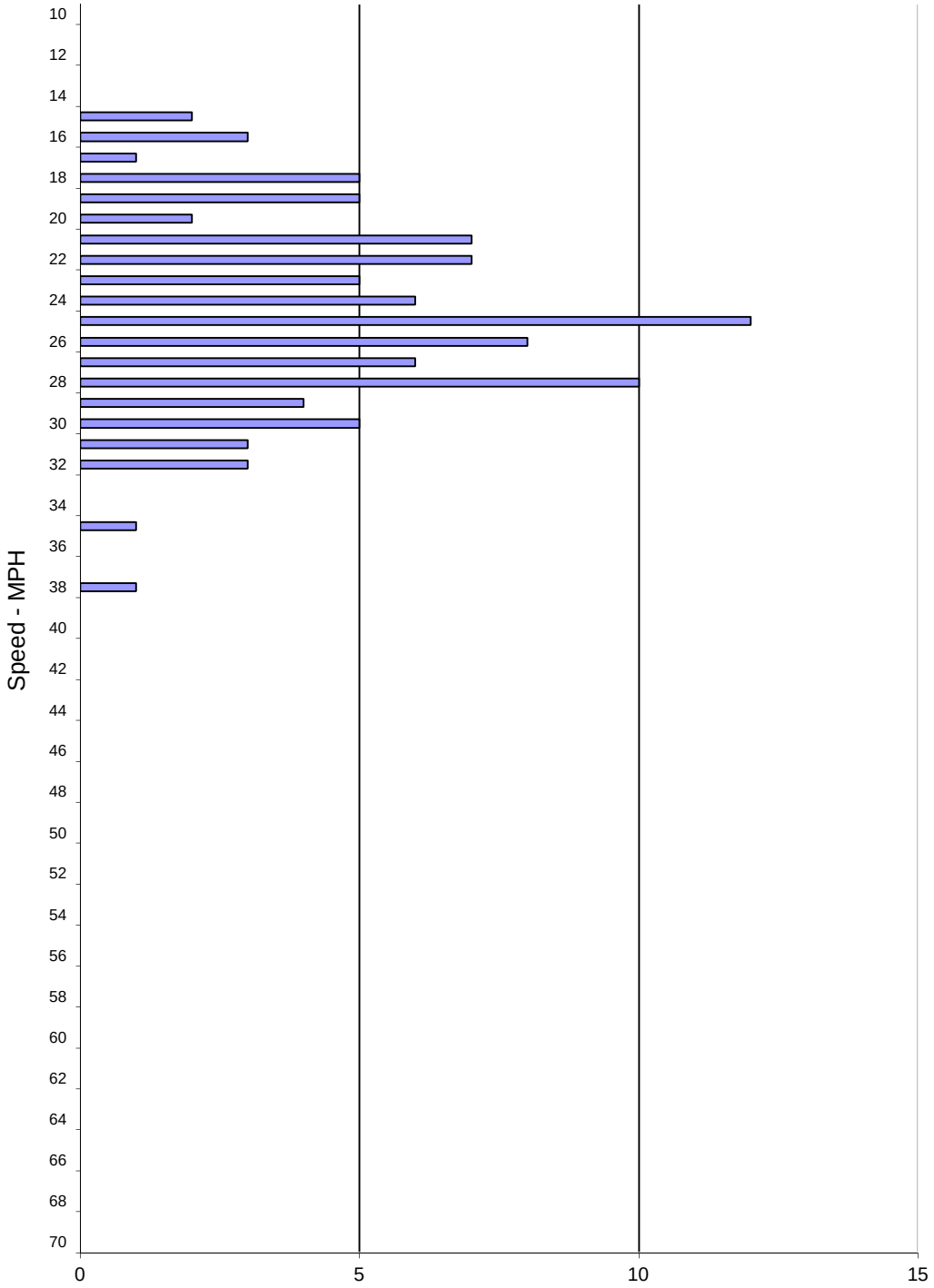
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018 **Location:** 33 - 3066 Vaughan Ave
TIME: 11:12-13:12 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-033

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	2
16	3
17	1
18	5
19	5
20	2
21	7
22	7
23	5
24	6
25	12
26	8
27	6
28	10
29	4
30	5
31	3
32	3
33	
34	
35	1
36	
37	
38	1
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	96	15 - 38	25 mph	29 mph	21 - 30	70	73%	18% / 18	9% / 8

Spot Speed Study

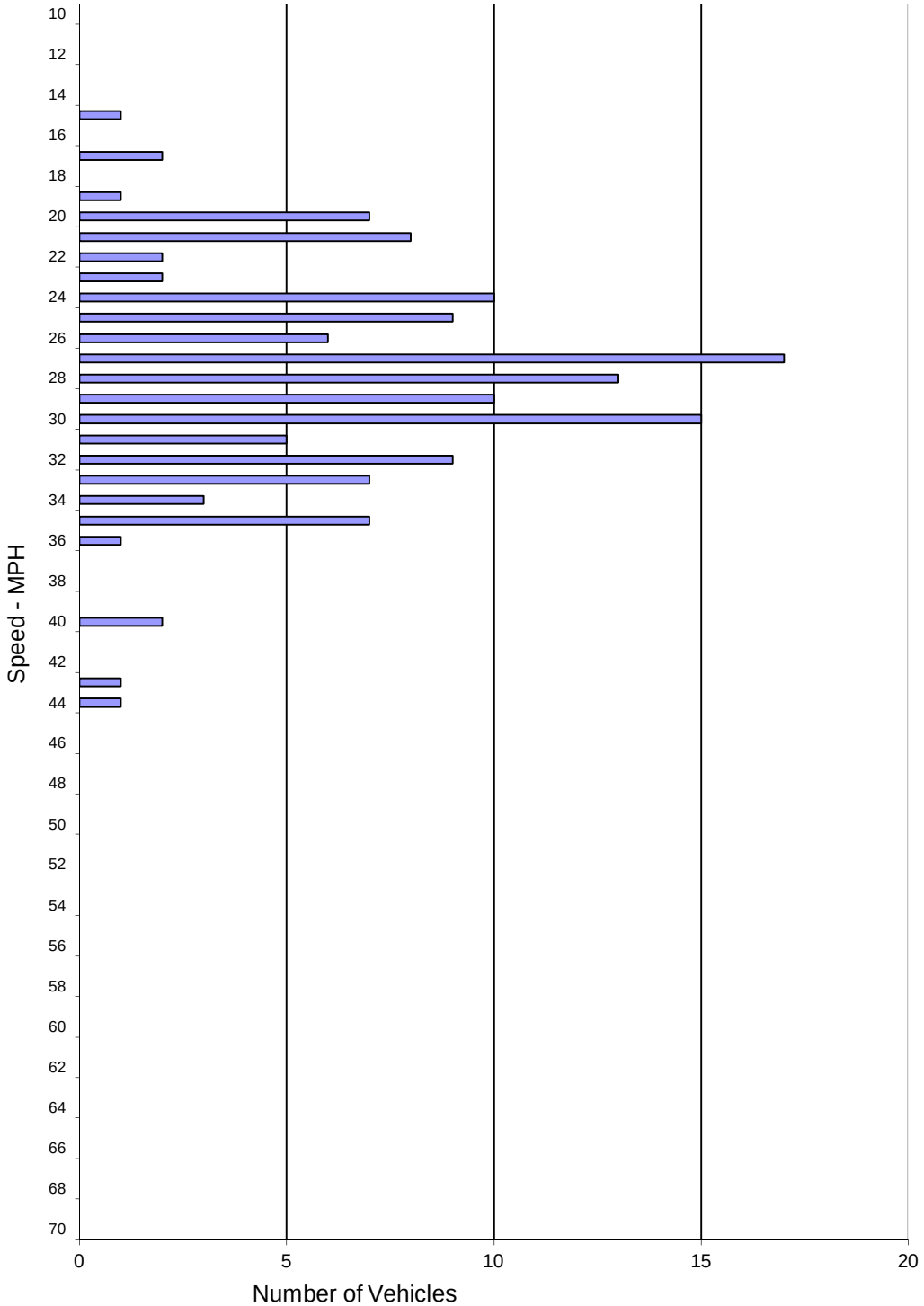
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 34 - Seacrest Ave 400' S/O Reservation Rd
TIME: 10:13-11:17 **Posted Speed:** None Clear/Dry **Project #:** 18-8263-034

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	1
16	
17	2
18	
19	1
20	7
21	8
22	2
23	2
24	10
25	9
26	6
27	17
28	13
29	10
30	15
31	5
32	9
33	7
34	3
35	7
36	1
37	
38	
39	
40	2
41	
42	
43	1
44	1
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	139	15 - 44	28 mph	33 mph	24 - 33	101	73%	16% / 23	11% / 15

Spot Speed Study

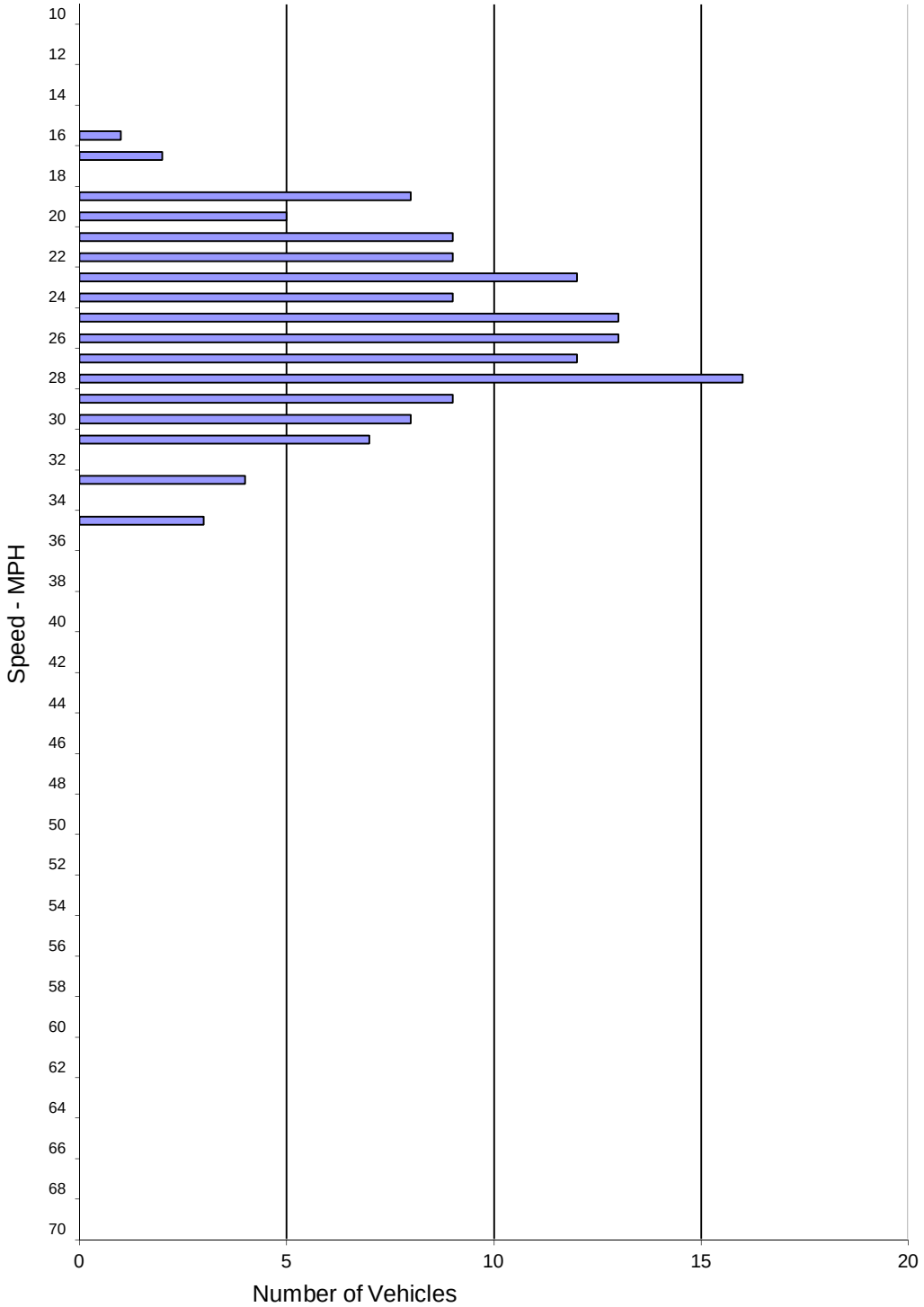
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 35 - Seacrest Ave 150' S/O Hillcrest Ave
TIME: 11:30-12:30 **Posted Speed:** None Clear/Dry **Project #:** 18-8263-035

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	1
17	2
18	
19	8
20	5
21	9
22	9
23	12
24	9
25	13
26	13
27	12
28	16
29	9
30	8
31	7
32	
33	4
34	
35	3
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	140	16 - 35	26 mph	30 mph	21 - 30	110	79%	11% / 16	10% / 14

Spot Speed Study

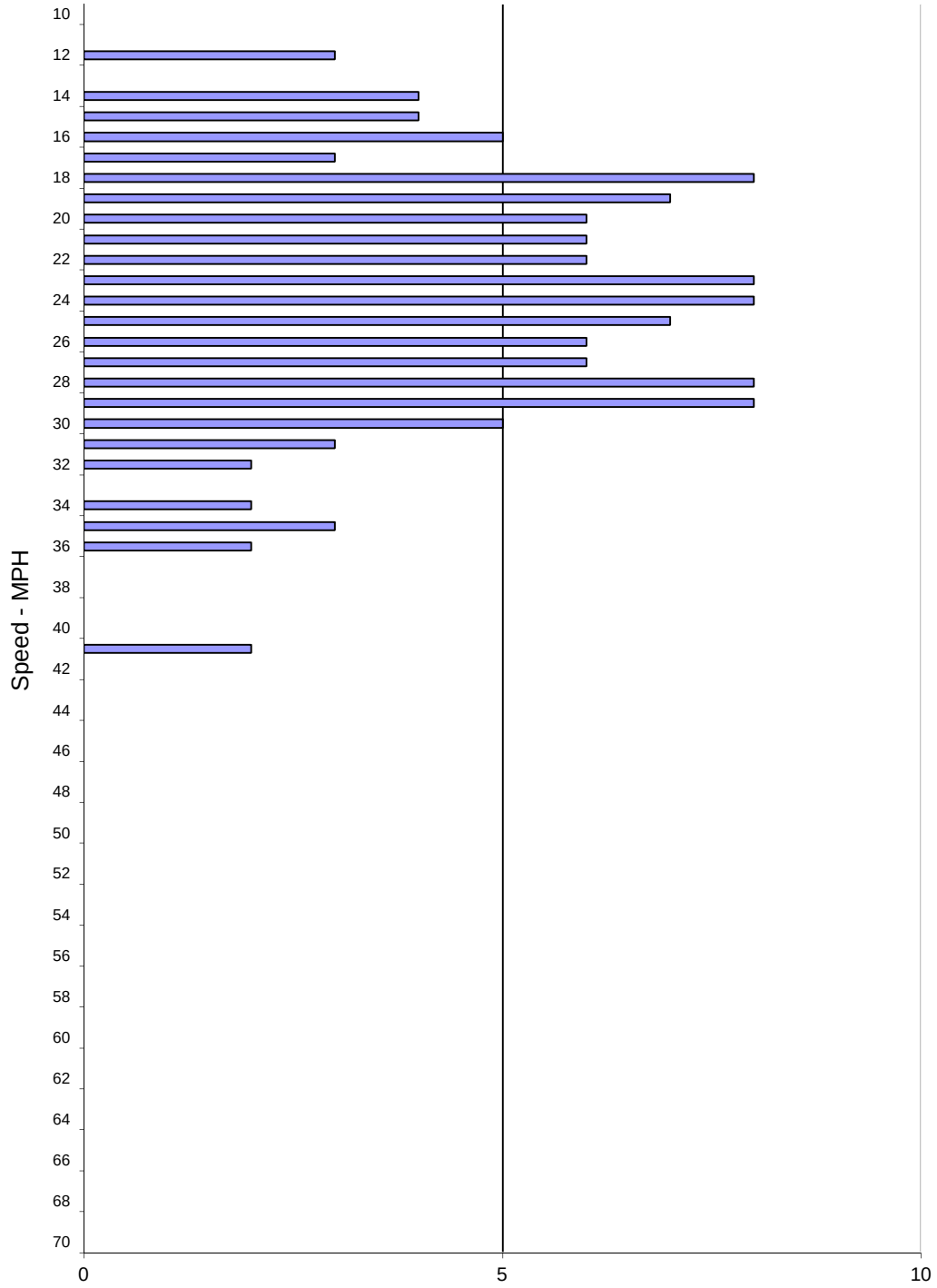
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 36 - Lake Dr 250' S/O Messinger Dr
TIME: 10:40-11:30 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-036

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	3
13	
14	4
15	4
16	5
17	3
18	8
19	7
20	6
21	6
22	6
23	8
24	8
25	7
26	6
27	6
28	8
29	8
30	5
31	3
32	2
33	
34	2
35	3
36	2
37	
38	
39	
40	
41	2
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	122	12 - 41	24 mph	30 mph	20 - 29	69	57%	27% / 34	16% / 19

Spot Speed Study

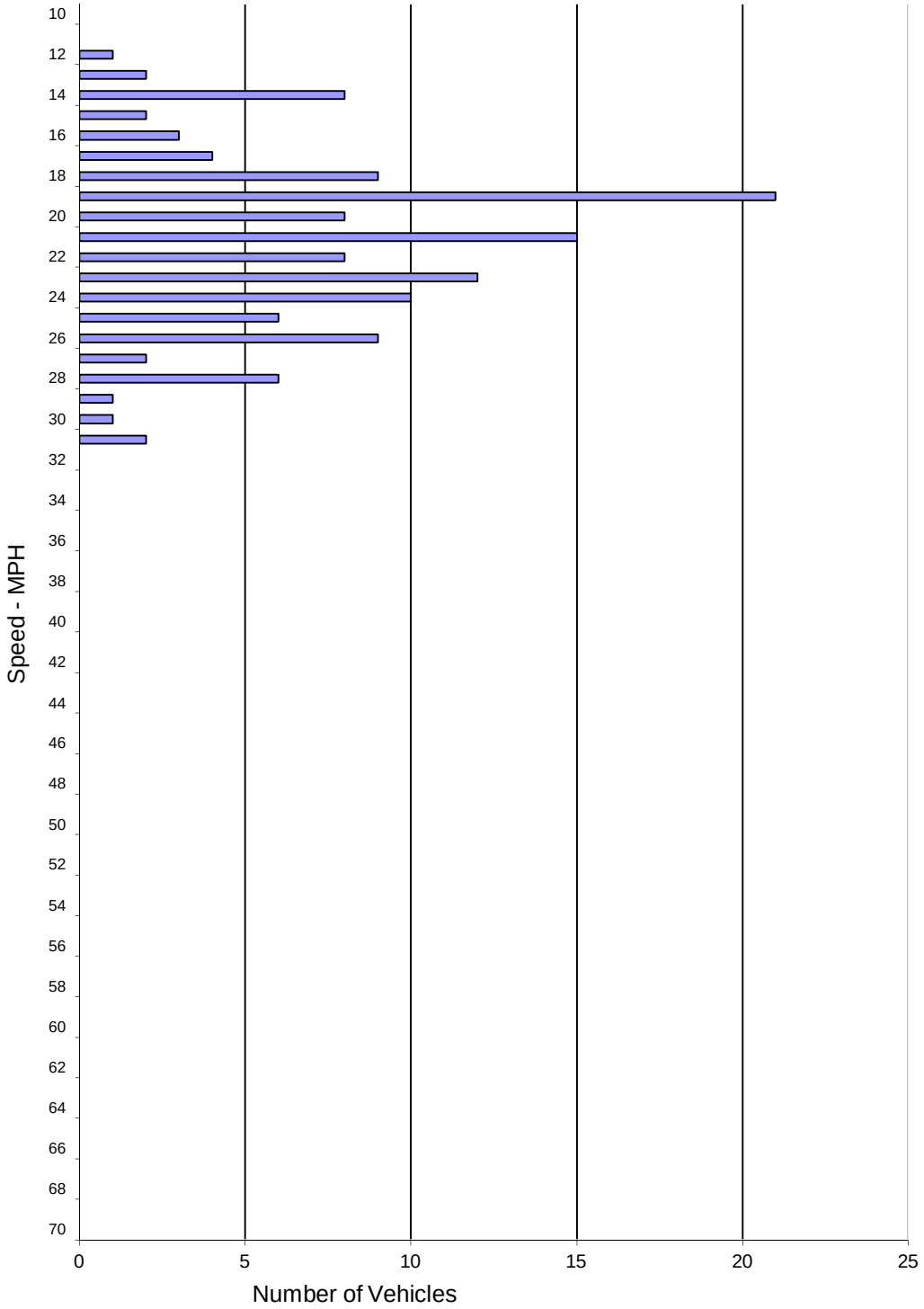
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018 **Location:** 37 - Palm Ave 300' W/O Marina Dr
TIME: 11:50-12:30 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-037

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	1
13	2
14	8
15	2
16	3
17	4
18	9
19	21
20	8
21	15
22	8
23	12
24	10
25	6
26	9
27	2
28	6
29	1
30	1
31	2
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	130	12 - 31	21 mph	26 mph	17 - 26	102	78%	12% / 16	10% / 12

Spot Speed Study

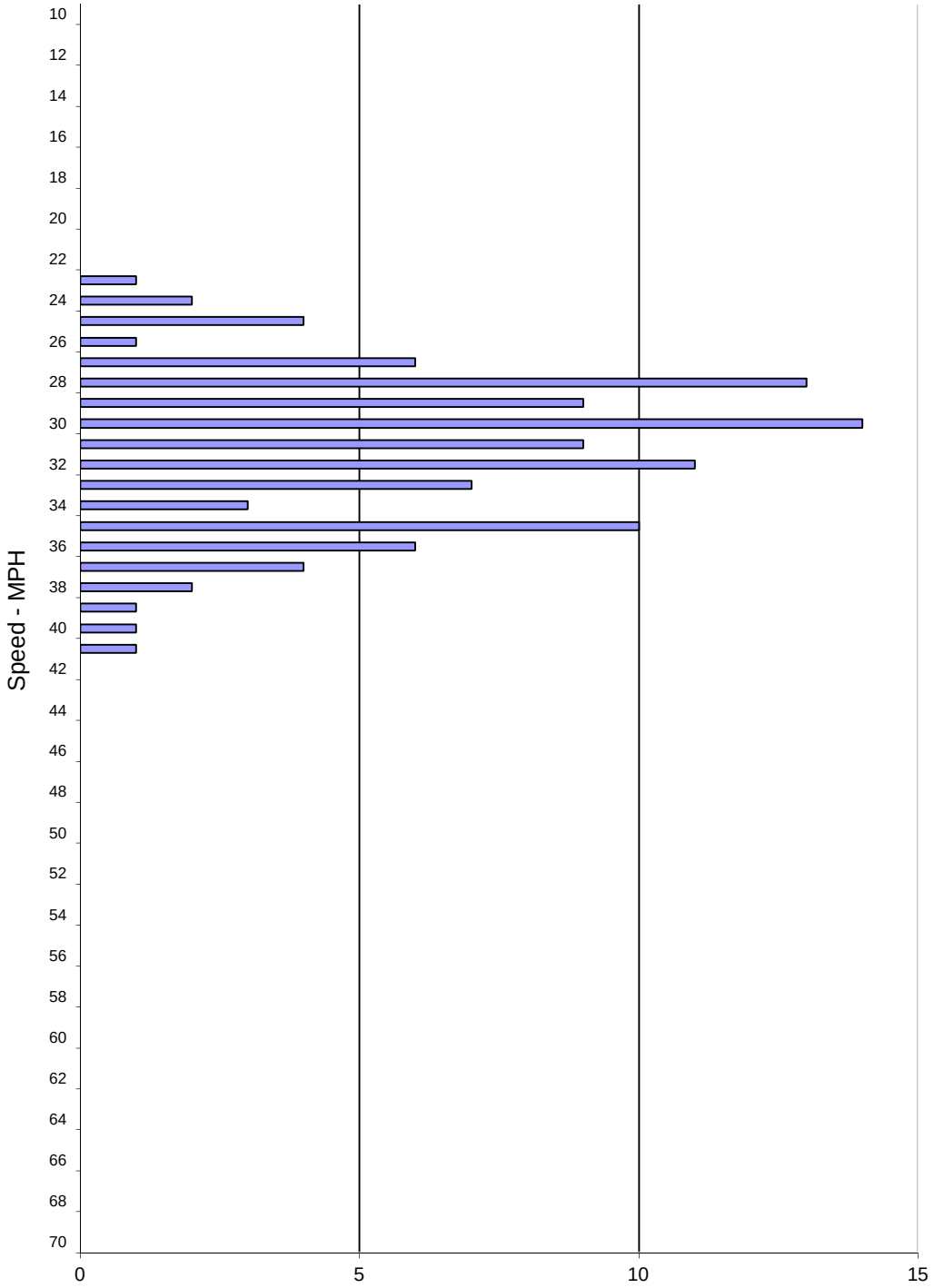
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/28/2018 **Location:** 38 - Abrams Dr 50' S/O Brostrom Dr
TIME: 12:14-13:15 **Posted Speed:** 30 MPH Clear/Dry **Project #:** 18-8263-038

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	1
24	2
25	4
26	1
27	6
28	13
29	9
30	14
31	9
32	11
33	7
34	3
35	10
36	6
37	4
38	2
39	1
40	1
41	1
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	105	23 - 41	31 mph	35 mph	27 - 36	88	84%	7% / 8	9% / 9

Spot Speed Study

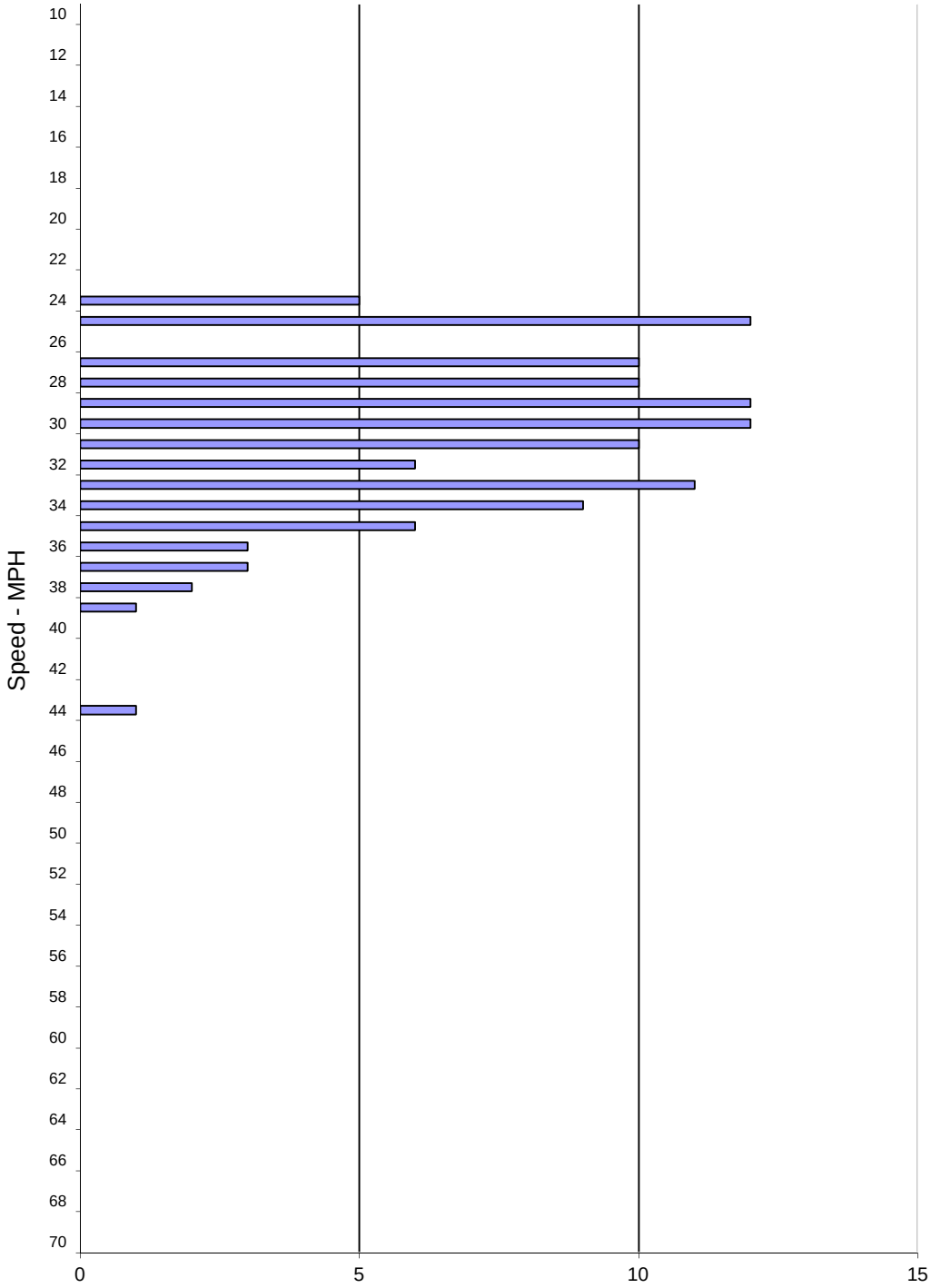
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/28/2018 **Location:** 39 - Preston Dr 150' S/O Landrum Ct
TIME: 13:25-14:55 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-039

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	**5**
25	**12**
26	
27	**10**
28	**10**
29	**12**
30	**12**
31	**10**
32	**6**
33	**11**
34	**9**
35	**6**
36	**3**
37	**3**
38	**2**
39	**1**
40	
41	
42	
43	
44	**1**
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	113	24 - 44	30 mph	34 mph	25 - 34	92	81%	4% / 5	15% / 16

Spot Speed Study

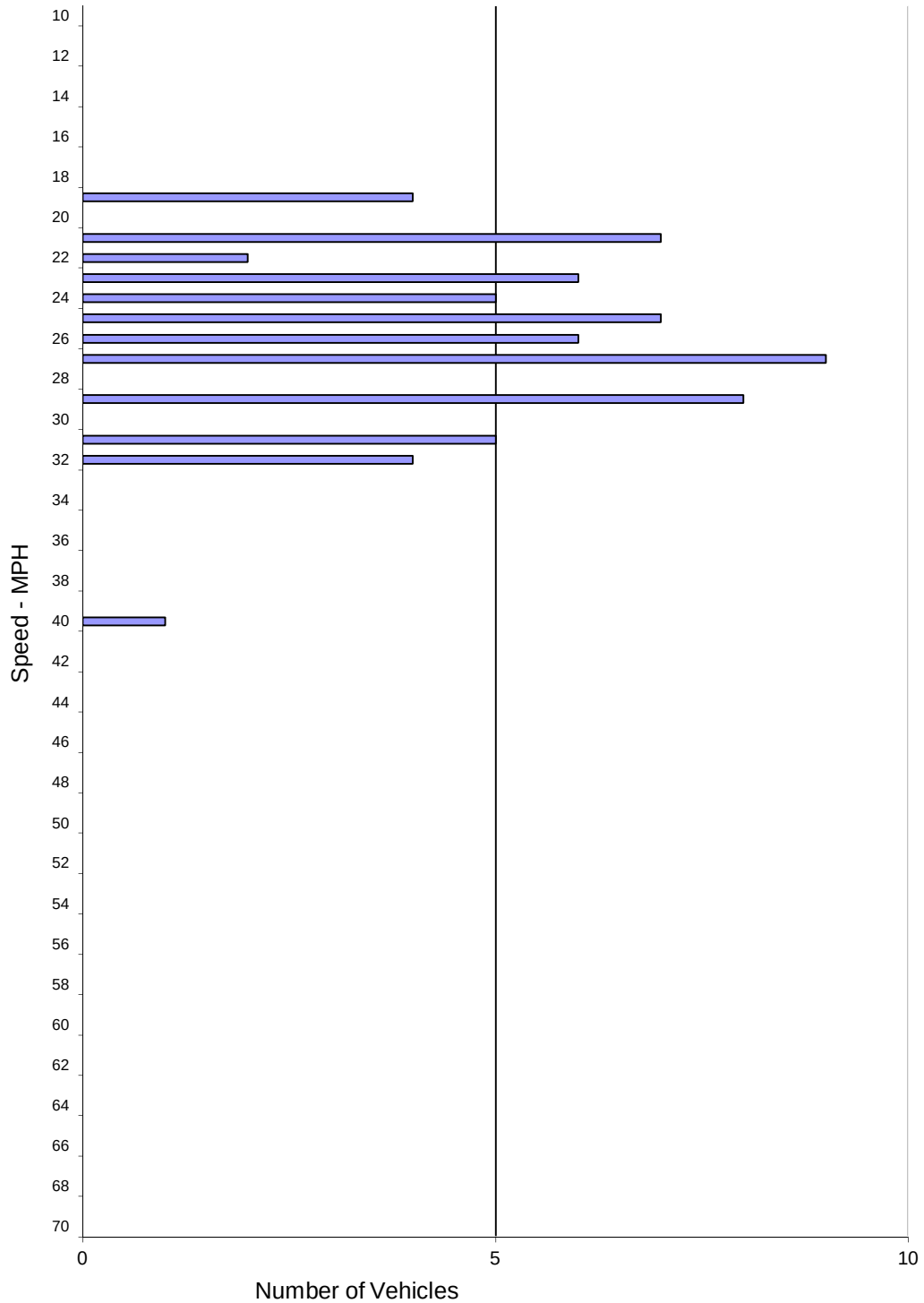
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018 **Location:** 40 - 3rd Ave 450' S/O Imjin Pkwy
TIME: 10:20-12:20 **Posted Speed:** 25 MPH Clear/Dry **Project #:** 18-8263-040

Northbound & Southbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	4
20	
21	7
22	2
23	6
24	5
25	7
26	6
27	9
28	
29	8
30	
31	5
32	4
33	
34	
35	
36	
37	
38	
39	
40	1
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
>=70	



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	64	19 - 40	26 mph	31 mph	20 - 29	50	78%	6% / 4	16% / 10

APPENDIX C
AVERAGE DAILY TRAFFIC (ADT) VOLUMES

Prepared by NDS/ATD

VOLUME

1 - Imjin Pkwy Bet. State Route 1 & California Ave (36.666907, -121.806302)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	13,983	14,060	28,043

AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00			23	12	35	12:00			183	186	369
00:15			29	13	42	12:15			194	234	428
00:30			20	14	34	12:30			222	229	451
00:45			20 92	9 48	29 140	12:45			191 790	213 862	404 1652
01:00			23	8	31	13:00			209	213	422
01:15			11	8	19	13:15			226	187	413
01:30			10	4	14	13:30			216	187	403
01:45			12 56	8 28	20 84	13:45			215 866	205 792	420 1658
02:00			10	6	16	14:00			219	189	408
02:15			9	9	18	14:15			213	199	412
02:30			11	8	19	14:30			184	206	390
02:45			9 39	10 33	19 72	14:45			262 878	207 801	469 1679
03:00			11	11	22	15:00			268	234	502
03:15			3	9	12	15:15			276	216	492
03:30			3	16	19	15:30			309	233	542
03:45			9 26	17 53	26 79	15:45			320 1173	213 896	533 2069
04:00			11	13	24	16:00			307	213	520
04:15			13	27	40	16:15			298	234	532
04:30			14	47	61	16:30			342	265	607
04:45			10 48	50 137	60 185	16:45			326 1273	268 980	594 2253
05:00			11	40	51	17:00			339	242	581
05:15			23	60	83	17:15			326	318	644
05:30			23	89	112	17:30			333	300	633
05:45			34 91	77 266	111 357	17:45			284 1282	260 1120	544 2402
06:00			55	129	184	18:00			300	214	514
06:15			109	161	270	18:15			255	181	436
06:30			124	248	372	18:30			239	156	395
06:45			127 415	316 854	443 1269	18:45			219 1013	166 717	385 1730
07:00			136	408	544	19:00			202	129	331
07:15			176	429	605	19:15			221	111	332
07:30			251	377	628	19:30			171	94	265
07:45			250 813	334 1548	584 2361	19:45			189 783	115 449	304 1232
08:00			251	272	523	20:00			178	71	249
08:15			194	283	477	20:15			158	85	243
08:30			156	277	433	20:30			164	82	246
08:45			167 768	282 1114	449 1882	20:45			154 654	82 320	236 974
09:00			165	249	414	21:00			134	53	187
09:15			168	233	401	21:15			134	71	205
09:30			144	208	352	21:30			140	70	210
09:45			146 623	221 911	367 1534	21:45			127 535	65 259	192 794
10:00			112	218	330	22:00			93	44	137
10:15			157	196	353	22:15			86	53	139
10:30			147	212	359	22:30			72	46	118
10:45			151 567	179 805	330 1372	22:45			74 325	34 177	108 502
11:00			160	197	357	23:00			68	22	90
11:15			152	169	321	23:15			51	34	85
11:30			182	220	402	23:30			52	26	78
11:45			159 653	202 788	361 1441	23:45			49 220	20 102	69 322
TOTALS			4191	6585	**10776**	**TOTALS**			9792	7475	**17267**
SPLIT %			38.9%	61.1%	**38.4%**	**SPLIT %**			56.7%	43.3%	**61.6%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	13,983	14,060	28,043

AM Peak Hour			07:30	07:00	**07:00**	**PM Peak Hour**			16:30	16:45	**16:45**
AM Pk Volume			946	1548	**2361**	**PM Pk Volume**			1333	1128	**2452**
Pk Hr Factor			0.942	0.902	**0.940**	**Pk Hr Factor**			0.974	0.887	**0.952**
7 - 9 Volume	0	0	1581	2662	**4243**	**4 - 6 Volume**	0	0	2555	2100	**4655**
7 - 9 Peak Hour			07:30	07:00	**07:00**	**4 - 6 Peak Hour**			16:30	16:45	**16:45**
7 - 9 Pk Volume	0	0	946	1548	**2361**	**4 - 6 Pk Volume**	0	0	1333	1128	**2452**
Pk Hr Factor	0.000	0.000	0.942	0.902	**0.940**	**Pk Hr Factor**	0.000	0.000	0.974	0.887	**0.952**

Prepared by NDS/ATD

VOLUME

2 - Imjin Pkwy Bet. California Ave & Reservation Rd (36.662690, -121.792610)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	12,388	13,851	26,239

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			16		12		28		12:00			167		218		385	
00:15			28		11		39		12:15			169		237		406	
00:30			15		16		31		12:30			201		179		380	
00:45			22	81	13	52	35	133	12:45			203	740	168	802	371	1542
01:00			8		7		15		13:00			185		194		379	
01:15			13		12		25		13:15			172		239		411	
01:30			13		12		25		13:30			191		187		378	
01:45			7	41	13	44	20	85	13:45			219	767	184	804	403	1571
02:00			4		8		12		14:00			155		185		340	
02:15			11		12		23		14:15			223		212		435	
02:30			5		5		10		14:30			182		180		362	
02:45			9	29	10	35	19	64	14:45			246	806	201	778	447	1584
03:00			8		9		17		15:00			258		231		489	
03:15			2		14		16		15:15			246		233		479	
03:30			8		11		19		15:30			271		200		471	
03:45			8	26	18	52	26	78	15:45			296	1071	211	875	507	1946
04:00			6		15		21		16:00			301		215		516	
04:15			7		39		46		16:15			263		259		522	
04:30			8		51		59		16:30			268		250		518	
04:45			8	29	53	158	61	187	16:45			276	1108	256	980	532	2088
05:00			12		34		46		17:00			253		250		503	
05:15			24		56		80		17:15			275		339		614	
05:30			26		91		117		17:30			290		276		566	
05:45			33	95	85	266	118	361	17:45			224	1042	270	1135	494	2177
06:00			38		127		165		18:00			253		199		452	
06:15			66		189		255		18:15			215		183		398	
06:30			101		246		347		18:30			193		170		363	
06:45			98	303	287	849	385	1152	18:45			189	850	173	725	362	1575
07:00			105		342		447		19:00			191		121		312	
07:15			177		330		507		19:15			193		131		324	
07:30			252		334		586		19:30			167		93		260	
07:45			231	765	283	1289	514	2054	19:45			168	719	117	462	285	1181
08:00			217		266		483		20:00			174		85		259	
08:15			204		245		449		20:15			151		99		250	
08:30			174		274		448		20:30			152		90		242	
08:45			121	716	306	1091	427	1807	20:45			139	616	87	361	226	977
09:00			129		243		372		21:00			132		56		188	
09:15			124		225		349		21:15			128		79		207	
09:30			116		226		342		21:30			131		74		205	
09:45			133	502	223	917	356	1419	21:45			126	517	67	276	193	793
10:00			120		229		349		22:00			88		50		138	
10:15			124		212		336		22:15			83		67		150	
10:30			128		199		327		22:30			66		51		117	
10:45			120	492	185	825	305	1317	22:45			73	310	39	207	112	517
11:00			140		178		318		23:00			62		29		91	
11:15			127		190		317		23:15			49		40		89	
11:30			143		183		326		23:30			48		31		79	
11:45			144	554	193	744	337	1298	23:45			50	209	24	124	74	333
TOTALS				3633		6322		9955	TOTALS				8755		7529		16284
SPLIT %				36.5%		63.5%		37.9%	SPLIT %				53.8%		46.2%		62.1%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	12,388	13,851	26,239

AM Peak Hour			07:30	06:45	07:15	PM Peak Hour			15:30	17:00	16:45
AM Pk Volume			904	1293	2090	PM Pk Volume			1131	1135	2215
Pk Hr Factor			0.897	0.945	0.892	Pk Hr Factor			0.939	0.837	0.902
7 - 9 Volume	0	0	1481	2380	3861	4 - 6 Volume	0	0	2150	2115	4265
7 - 9 Peak Hour			07:30	07:00	07:15	4 - 6 Peak Hour			16:00	17:00	16:45
7 - 9 Pk Volume	0	0	904	1289	2090	4 - 6 Pk Volume	0	0	1108	1135	2215
Pk Hr Factor	0.000	0.000	0.897	0.942	0.892	Pk Hr Factor	0.000	0.000	0.920	0.837	0.902

Prepared by NDS/ATD

VOLUME

3 - Del Monte Blvd Bet. SR1/Reindollar Ave & Reservation Rd (36.683948, -121.803128)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_003

DAILY TOTALS	NB	SB	EB	WB	Total
	9,860	9,050	0	0	18,910

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	19		19				38		12:00	153		173				326	
00:15	29		15				44		12:15	163		163				326	
00:30	18		13				31		12:30	175		170				345	
00:45	14	80	10	57			24	137	12:45	168	659	133	639			301	1298
01:00	11		12				23		13:00	160		156				316	
01:15	17		15				32		13:15	191		154				345	
01:30	12		7				19		13:30	163		162				325	
01:45	9	49	4	38			13	87	13:45	198	712	149	621			347	1333
02:00	12		4				16		14:00	155		141				296	
02:15	6		4				10		14:15	181		164				345	
02:30	6		7				13		14:30	149		191				340	
02:45	11	35	7	22			18	57	14:45	163	648	156	652			319	1300
03:00	2		2				4		15:00	182		141				323	
03:15	5		4				9		15:15	226		162				388	
03:30	7		4				11		15:30	185		179				364	
03:45	5	19	5	15			10	34	15:45	220	813	149	631			369	1444
04:00	10		9				19		16:00	220		140				360	
04:15	6		8				14		16:15	204		161				365	
04:30	10		6				16		16:30	211		192				403	
04:45	17	43	9	32			26	75	16:45	238	873	135	628			373	1501
05:00	8		16				24		17:00	241		127				368	
05:15	16		14				30		17:15	222		153				375	
05:30	23		37				60		17:30	212		136				348	
05:45	32	79	36	103			68	182	17:45	199	874	130	546			329	1420
06:00	41		42				83		18:00	210		125				335	
06:15	40		77				117		18:15	193		124				317	
06:30	52		122				174		18:30	163		145				308	
06:45	68	201	164	405			232	606	18:45	151	717	83	477			234	1194
07:00	83		186				269		19:00	128		104				232	
07:15	69		197				266		19:15	144		85				229	
07:30	104		183				287		19:30	158		85				243	
07:45	144	400	148	714			292	1114	19:45	102	532	81	355			183	887
08:00	120		180				300		20:00	114		101				215	
08:15	102		165				267		20:15	104		73				177	
08:30	94		174				268		20:30	108		78				186	
08:45	134	450	169	688			303	1138	20:45	87	413	65	317			152	730
09:00	112		133				245		21:00	92		57				149	
09:15	113		135				248		21:15	85		53				138	
09:30	111		127				238		21:30	74		47				121	
09:45	108	444	114	509			222	953	21:45	68	319	45	202			113	521
10:00	108		135				243		22:00	71		49				120	
10:15	131		115				246		22:15	70		44				114	
10:30	116		144				260		22:30	40		34				74	
10:45	125	480	149	543			274	1023	22:45	44	225	35	162			79	387
11:00	155		159				314		23:00	50		29				79	
11:15	161		162				323		23:15	30		22				52	
11:30	162		150				312		23:30	36		24				60	
11:45	165	643	126	597			291	1240	23:45	36	152	22	97			58	249
TOTALS		2923		3723				6646	TOTALS		6937		5327				12264
SPLIT %		44.0%		56.0%				35.1%	SPLIT %		56.6%		43.4%				64.9%

DAILY TOTALS	NB	SB	EB	WB	Total
	9,860	9,050	0	0	18,910

AM Peak Hour	11:45	06:45			11:45	PM Peak Hour	16:45	14:00			16:30
AM Pk Volume	656	730			1288	PM Pk Volume	913	652			1519
Pk Hr Factor	0.937	0.926			0.933	Pk Hr Factor	0.947	0.853			0.942
7 - 9 Volume	850	1402	0	0	2252	4 - 6 Volume	1747	1174	0	0	2921
7 - 9 Peak Hour	07:30	07:00			07:30	4 - 6 Peak Hour	16:45	16:00			16:30
7 - 9 Pk Volume	470	714	0	0	1146	4 - 6 Pk Volume	913	628	0	0	1519
Pk Hr Factor	0.816	0.906	0.000	0.000	0.955	Pk Hr Factor	0.947	0.818	0.000	0.000	0.942

Prepared by NDS/ATD

VOLUME

4 - Del Monte Blvd Bet. Reservation Rd & Beach Rd (36.690640, -121.798229)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_004

DAILY TOTALS	NB	SB	EB	WB	Total
	4,392	3,701	0	0	8,093

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	4		7				11		12:00	69		61				130	
00:15	7		5				12		12:15	66		55				121	
00:30	4		4				8		12:30	83		58				141	
00:45	4	19	2	18			6	37	12:45	78	296	50	224			128	520
01:00	3		2				5		13:00	93		75				168	
01:15	3		0				3		13:15	83		55				138	
01:30	5		2				7		13:30	80		76				156	
01:45	10	21	6	10			16	31	13:45	81	337	60	266			141	603
02:00	3		1				4		14:00	73		62				135	
02:15	7		2				9		14:15	85		76				161	
02:30	3		6				9		14:30	78		88				166	
02:45	4	17	7	16			11	33	14:45	73	309	53	279			126	588
03:00	3		2				5		15:00	82		69				151	
03:15	3		2				5		15:15	82		79				161	
03:30	3		3				6		15:30	72		65				137	
03:45	2	11	4	11			6	22	15:45	85	321	66	279			151	600
04:00	3		1				4		16:00	74		76				150	
04:15	5		1				6		16:15	83		91				174	
04:30	5		3				8		16:30	80		74				154	
04:45	13	26	8	13			21	39	16:45	84	321	72	313			156	634
05:00	2		6				8		17:00	84		58				142	
05:15	22		5				27		17:15	84		56				140	
05:30	12		17				29		17:30	106		75				181	
05:45	29	65	13	41			42	106	17:45	93	367	52	241			145	608
06:00	44		16				60		18:00	74		50				124	
06:15	53		19				72		18:15	79		62				141	
06:30	68		39				107		18:30	71		49				120	
06:45	64	229	45	119			109	348	18:45	76	300	59	220			135	520
07:00	49		44				93		19:00	46		49				95	
07:15	51		72				123		19:15	42		38				80	
07:30	58		86				144		19:30	63		51				114	
07:45	85	243	92	294			177	537	19:45	63	214	34	172			97	386
08:00	51		80				131		20:00	69		53				122	
08:15	46		58				104		20:15	46		35				81	
08:30	49		56				105		20:30	49		25				74	
08:45	53	199	49	243			102	442	20:45	44	208	26	139			70	347
09:00	41		46				87		21:00	40		27				67	
09:15	42		38				80		21:15	32		15				47	
09:30	41		45				86		21:30	36		29				65	
09:45	57	181	56	185			113	366	21:45	26	134	18	89			44	223
10:00	55		50				105		22:00	34		11				45	
10:15	58		40				98		22:15	27		17				44	
10:30	34		49				83		22:30	17		14				31	
10:45	49	196	50	189			99	385	22:45	13	91	12	54			25	145
11:00	56		55				111		23:00	17		10				27	
11:15	47		63				110		23:15	15		15				30	
11:30	57		69				126		23:30	12		8				20	
11:45	74	234	60	247			134	481	23:45	9	53	6	39			15	92
TOTALS		1441		1386				**2827**	**TOTALS**		2951		2315				**5266**
SPLIT %		51.0%		49.0%				**34.9%**	**SPLIT %**		56.0%		44.0%				**65.1%**

DAILY TOTALS	NB	SB	EB	WB	Total
	4,392	3,701	0	0	8,093

AM Peak Hour	11:45	07:15				**07:15**	**PM Peak Hour**	17:00	16:00				**16:00**
AM Pk Volume	292	330				**575**	**PM Pk Volume**	367	313				**634**
Pk Hr Factor	0.880	0.897				**0.812**	**Pk Hr Factor**	0.866	0.860				**0.911**
7 - 9 Volume	442	537	0	0		**979**	**4 - 6 Volume**	688	554	0	0		**1242**
7 - 9 Peak Hour	07:15	07:15				**07:15**	**4 - 6 Peak Hour**	17:00	16:00				**16:00**
7 - 9 Pk Volume	245	330	0	0		**575**	**4 - 6 Pk Volume**	367	313	0	0		**634**
Pk Hr Factor	0.721	0.897	0.000	0.000		**0.812**	**Pk Hr Factor**	0.866	0.860	0.000	0.000		**0.911**

Prepared by NDS/ATD

VOLUME

5 - Del Monte Blvd Bet. Beach Rd & Marina Greens Dr (36.696461, -121.794811)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_005

DAILY TOTALS	NB	SB	EB	WB	Total
	3,817	3,317	0	0	7,134

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	5		9				14		12:00	60		61				121	
00:15	5		2				7		12:15	52		47				99	
00:30	5		3				8		12:30	63		40				103	
00:45	3	18	1	15			4	33	12:45	63	238	34	182			97	420
01:00	5		3				8		13:00	67		60				127	
01:15	2		1				3		13:15	80		60				140	
01:30	5		0				5		13:30	58		55				113	
01:45	7	19	3	7			10	26	13:45	66	271	57	232			123	503
02:00	4		0				4		14:00	48		46				94	
02:15	3		2				5		14:15	60		49				109	
02:30	3		7				10		14:30	72		68				140	
02:45	5	15	4	13			9	28	14:45	63	243	44	207			107	450
03:00	4		5				9		15:00	77		69				146	
03:15	3		2				5		15:15	83		70				153	
03:30	4		3				7		15:30	69		59				128	
03:45	2	13	4	14			6	27	15:45	76	305	52	250			128	555
04:00	4		3				7		16:00	60		64				124	
04:15	4		5				9		16:15	70		75				145	
04:30	8		7				15		16:30	66		82				148	
04:45	12	28	5	20			17	48	16:45	76	272	61	282			137	554
05:00	2		8				10		17:00	84		50				134	
05:15	11		9				20		17:15	78		45				123	
05:30	13		25				38		17:30	87		60				147	
05:45	25	51	19	61			44	112	17:45	78	327	53	208			131	535
06:00	40		19				59		18:00	56		36				92	
06:15	44		27				71		18:15	74		51				125	
06:30	79		51				130		18:30	61		51				112	
06:45	59	222	67	164			126	386	18:45	57	248	22	160			79	408
07:00	44		69				113		19:00	46		35				81	
07:15	43		83				126		19:15	44		26				70	
07:30	42		81				123		19:30	47		37				84	
07:45	71	200	73	306			144	506	19:45	48	185	27	125			75	310
08:00	44		60				104		20:00	44		33				77	
08:15	43		47				90		20:15	40		22				62	
08:30	46		57				103		20:30	34		23				57	
08:45	52	185	48	212			100	397	20:45	37	155	20	98			57	253
09:00	37		51				88		21:00	43		17				60	
09:15	35		35				70		21:15	32		19				51	
09:30	41		46				87		21:30	43		24				67	
09:45	47	160	46	178			93	338	21:45	25	143	14	74			39	217
10:00	40		49				89		22:00	35		14				49	
10:15	38		37				75		22:15	25		18				43	
10:30	35		49				84		22:30	16		13				29	
10:45	52	165	42	177			94	342	22:45	14	90	12	57			26	147
11:00	45		53				98		23:00	23		13				36	
11:15	45		57				102		23:15	15		14				29	
11:30	54		58				112		23:30	12		8				20	
11:45	63	207	64	232			127	439	23:45	7	57	8	43			15	100
TOTALS		1283		1399				2682	TOTALS		2534		1918				4452
SPLIT %		47.8%		52.2%				37.6%	SPLIT %		56.9%		43.1%				62.4%

DAILY TOTALS	NB	SB	EB	WB	Total
	3,817	3,317	0	0	7,134

AM Peak Hour	11:45	07:00				07:00	PM Peak Hour	17:00	16:00				16:15
AM Pk Volume	238	306				506	PM Pk Volume	327	282				564
Pk Hr Factor	0.944	0.922				0.878	Pk Hr Factor	0.940	0.860				0.953
7 - 9 Volume	385	518	0	0		903	4 - 6 Volume	599	490	0	0		1089
7 - 9 Peak Hour	07:45	07:00				07:00	4 - 6 Peak Hour	17:00	16:00				16:15
7 - 9 Pk Volume	204	306	0	0		506	4 - 6 Pk Volume	327	282	0	0		564
Pk Hr Factor	0.718	0.922	0.000	0.000		0.878	Pk Hr Factor	0.940	0.860	0.000	0.000		0.953

Prepared by NDS/ATD

VOLUME

6 - Reservation Rd Bet. Dunes Dr & Beach Rd (36.695280, -121.802450)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_006

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	4,367	5,033	9,400

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			11		7		18		12:00			78		87		165	
00:15			10		5		15		12:15			67		74		141	
00:30			5		9		14		12:30			62		77		139	
00:45			1	27	5	26	6	53	12:45			51	258	92	330	143	588
01:00			2		5		7		13:00			76		79		155	
01:15			4		1		5		13:15			62		72		134	
01:30			6		3		9		13:30			69		97		166	
01:45			7	19	4	13	11	32	13:45			71	278	78	326	149	604
02:00			2		1		3		14:00			79		82		161	
02:15			4		1		5		14:15			66		87		153	
02:30			2		1		3		14:30			74		99		173	
02:45			4	12	4	7	8	19	14:45			61	280	74	342	135	622
03:00			2		5		7		15:00			58		75		133	
03:15			4		2		6		15:15			91		83		174	
03:30			1		1		2		15:30			78		86		164	
03:45			3	10	1	9	4	19	15:45			74	301	76	320	150	621
04:00			3		6		9		16:00			70		69		139	
04:15			8		5		13		16:15			70		78		148	
04:30			4		9		13		16:30			102		75		177	
04:45			10	25	12	32	22	57	16:45			83	325	89	311	172	636
05:00			7		10		17		17:00			101		77		178	
05:15			4		20		24		17:15			81		97		178	
05:30			7		31		38		17:30			101		76		177	
05:45			20	38	21	82	41	120	17:45			81	364	76	326	157	690
06:00			29		34		63		18:00			64		92		156	
06:15			29		47		76		18:15			78		74		152	
06:30			41		65		106		18:30			69		76		145	
06:45			60	159	82	228	142	387	18:45			75	286	58	300	133	586
07:00			45		140		185		19:00			62		58		120	
07:15			46		145		191		19:15			69		69		138	
07:30			58		76		134		19:30			68		70		138	
07:45			94	243	76	437	170	680	19:45			71	270	68	265	139	535
08:00			55		71		126		20:00			72		53		125	
08:15			80		71		151		20:15			47		54		101	
08:30			59		90		149		20:30			53		44		97	
08:45			50	244	76	308	126	552	20:45			38	210	38	189	76	399
09:00			43		79		122		21:00			57		40		97	
09:15			63		78		141		21:15			33		38		71	
09:30			48		65		113		21:30			40		31		71	
09:45			50	204	84	306	134	510	21:45			33	163	34	143	67	306
10:00			60		63		123		22:00			23		38		61	
10:15			57		78		135		22:15			27		27		54	
10:30			67		78		145		22:30			16		18		34	
10:45			65	249	69	288	134	537	22:45			19	85	17	100	36	185
11:00			53		57		110		23:00			20		21		41	
11:15			73		72		145		23:15			20		20		40	
11:30			50		66		116		23:30			17		10		27	
11:45			69	245	85	280	154	525	23:45			15	72	14	65	29	137
TOTALS				1475		2016		**3491**	**TOTALS**				2892		3017		**5909**
SPLIT %				42.3%		57.7%		**37.1%**	**SPLIT %**				48.9%		51.1%		**62.9%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	4,367	5,033	9,400

AM Peak Hour			07:45	06:45	**07:00**	**PM Peak Hour**			16:30	13:45	**16:30**
AM Pk Volume			288	443	**680**	**PM Pk Volume**			367	346	**705**
Pk Hr Factor			0.766	0.764	**0.890**	**Pk Hr Factor**			0.900	0.874	**0.990**
7 - 9 Volume	0	0	487	745	**1232**	**4 - 6 Volume**	0	0	689	637	**1326**
7 - 9 Peak Hour			07:45	07:00	**07:00**	**4 - 6 Peak Hour**			16:30	16:45	**16:30**
7 - 9 Pk Volume	0	0	288	437	**680**	**4 - 6 Pk Volume**	0	0	367	339	**705**
Pk Hr Factor	0.000	0.000	0.766	0.753	**0.890**	**Pk Hr Factor**	0.000	0.000	0.900	0.874	**0.990**

Prepared by NDS/ATD

VOLUME

7 - Reservation Rd Bet. Beach Rd & Del Monte Blvd (36.688492, -121.801161)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_007

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	4,388	4,619	9,007

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			5		10		15		12:00			79		76		155	
00:15			9		10		19		12:15			87		78		165	
00:30			6		7		13		12:30			80		76		156	
00:45			5	25	6	33	11	58	12:45			49	295	69	299	118	594
01:00			4		6		10		13:00			72		74		146	
01:15			3		4		7		13:15			66		78		144	
01:30			2		6		8		13:30			63		64		127	
01:45			6	15	1	17	7	32	13:45			74	275	75	291	149	566
02:00			2		5		7		14:00			78		82		160	
02:15			0		3		3		14:15			55		68		123	
02:30			2		2		4		14:30			65		94		159	
02:45			3	7	2	12	5	19	14:45			71	269	67	311	138	580
03:00			2		1		3		15:00			76		75		151	
03:15			4		4		8		15:15			91		76		167	
03:30			2		4		6		15:30			82		92		174	
03:45			1	9	6	15	7	24	15:45			77	326	78	321	155	647
04:00			3		7		10		16:00			68		82		150	
04:15			4		7		11		16:15			72		89		161	
04:30			2		11		13		16:30			97		80		177	
04:45			6	15	11	36	17	51	16:45			88	325	83	334	171	659
05:00			6		8		14		17:00			103		92		195	
05:15			3		16		19		17:15			88		89		177	
05:30			8		37		45		17:30			98		100		198	
05:45			12	29	29	90	41	119	17:45			91	380	81	362	172	742
06:00			22		37		59		18:00			68		93		161	
06:15			27		28		55		18:15			76		56		132	
06:30			45		48		93		18:30			56		52		108	
06:45			48	142	53	166	101	308	18:45			80	280	72	273	152	553
07:00			52		66		118		19:00			60		71		131	
07:15			73		62		135		19:15			57		53		110	
07:30			72		77		149		19:30			52		68		120	
07:45			83	280	56	261	139	541	19:45			42	211	60	252	102	463
08:00			81		74		155		20:00			61		51		112	
08:15			74		59		133		20:15			38		49		87	
08:30			69		83		152		20:30			60		49		109	
08:45			48	272	68	284	116	556	20:45			38	197	31	180	69	377
09:00			53		57		110		21:00			48		45		93	
09:15			57		58		115		21:15			42		26		68	
09:30			52		60		112		21:30			33		51		84	
09:45			43	205	68	243	111	448	21:45			33	156	17	139	50	295
10:00			49		67		116		22:00			30		44		74	
10:15			55		52		107		22:15			20		27		47	
10:30			65		63		128		22:30			24		44		68	
10:45			57	226	63	245	120	471	22:45			25	99	15	130	40	229
11:00			71		52		123		23:00			27		17		44	
11:15			67		71		138		23:15			15		14		29	
11:30			64		82		146		23:30			14		12		26	
11:45			75	277	65	270	140	547	23:45			17	73	12	55	29	128
TOTALS				1502		1672		3174	TOTALS				2886		2947		5833
SPLIT %				47.3%		52.7%		35.2%	SPLIT %				49.5%		50.5%		64.8%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	4,388	4,619	9,007

AM Peak Hour			11:45	11:30	11:45	PM Peak Hour			17:00	16:45	17:00
AM Pk Volume			321	301	616	PM Pk Volume			380	364	742
Pk Hr Factor			0.922	0.918	0.933	Pk Hr Factor			0.922	0.910	0.937
7 - 9 Volume	0	0	552	545	1097	4 - 6 Volume	0	0	705	696	1401
7 - 9 Peak Hour			07:30	08:00	07:45	4 - 6 Peak Hour			17:00	16:45	17:00
7 - 9 Pk Volume	0	0	310	284	579	4 - 6 Pk Volume	0	0	380	364	742
Pk Hr Factor	0.000	0.000	0.934	0.855	0.934	Pk Hr Factor	0.000	0.000	0.922	0.910	0.937

Prepared by National Data & Surveying Services

VOLUME

8a - Reservation Rd Bet. Del Monte Blvd & Crescent Ave (E/O Seacrest Ave)

Day: Tuesday
Date: 7/2/2019

City: Marina
Project #: CA19_8371_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	9,876	9,336	19,212

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			15		14		29		12:00			174		165		339	
00:15			19		7		26		12:15			187		154		341	
00:30			10		11		21		12:30			169		163		332	
00:45			8	52	15	47	23	99	12:45			172	702	172	654	344	1356
01:00			8		5		13		13:00			210		173		383	
01:15			11		7		18		13:15			202		156		358	
01:30			3		5		8		13:30			184		176		360	
01:45			9	31	8	25	17	56	13:45			175	771	131	636	306	1407
02:00			8		2		10		14:00			183		152		335	
02:15			2		6		8		14:15			214		163		377	
02:30			4		6		10		14:30			160		184		344	
02:45			7	21	7	21	14	42	14:45			186	743	147	646	333	1389
03:00			7		14		21		15:00			183		169		352	
03:15			5		5		10		15:15			197		165		362	
03:30			2		10		12		15:30			180		174		354	
03:45			6	20	20	49	26	69	15:45			200	760	160	668	360	1428
04:00			2		9		11		16:00			221		169		390	
04:15			5		7		12		16:15			207		147		354	
04:30			9		17		26		16:30			204		168		372	
04:45			18	34	18	51	36	85	16:45			198	830	159	643	357	1473
05:00			20		20		40		17:00			213		163		376	
05:15			13		46		59		17:15			189		193		382	
05:30			33		65		98		17:30			230		181		411	
05:45			32	98	70	201	102	299	17:45			201	833	135	672	336	1505
06:00			48		73		121		18:00			195		141		336	
06:15			55		109		164		18:15			163		122		285	
06:30			58		139		197		18:30			168		125		293	
06:45			67	228	146	467	213	695	18:45			161	687	121	509	282	1196
07:00			91		133		224		19:00			148		109		257	
07:15			100		154		254		19:15			133		103		236	
07:30			128		157		285		19:30			108		83		191	
07:45			109	428	150	594	259	1022	19:45			108	497	92	387	200	884
08:00			92		141		233		20:00			117		80		197	
08:15			108		134		242		20:15			108		93		201	
08:30			115		127		242		20:30			129		92		221	
08:45			98	413	129	531	227	944	20:45			98	452	73	338	171	790
09:00			130		113		243		21:00			99		75		174	
09:15			103		119		222		21:15			75		53		128	
09:30			103		143		246		21:30			86		51		137	
09:45			129	465	140	515	269	980	21:45			64	324	43	222	107	546
10:00			122		156		278		22:00			61		43		104	
10:15			125		132		257		22:15			47		43		90	
10:30			138		121		259		22:30			41		43		84	
10:45			127	512	147	556	274	1068	22:45			47	196	42	171	89	367
11:00			168		147		315		23:00			48		30		78	
11:15			150		186		336		23:15			40		10		50	
11:30			152		172		324		23:30			22		21		43	
11:45			178	648	153	658	331	1306	23:45			21	131	14	75	35	206
TOTALS				2950		3715		6665	TOTALS				6926		5621		12547
SPLIT %				44.3%		55.7%		34.7%	SPLIT %				55.2%		44.8%		65.3%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	9,876	9,336	19,212

AM Peak Hour			11:45	11:15	11:45	PM Peak Hour			17:00	16:45	16:45
AM Pk Volume			708	676	1343	PM Pk Volume			833	696	1526
Pk Hr Factor			0.947	0.909	0.985	Pk Hr Factor			0.905	0.902	0.928
7 - 9 Volume	0	0	841	1125	1966	4 - 6 Volume	0	0	1663	1315	2978
7 - 9 Peak Hour			07:30	07:15	07:15	4 - 6 Peak Hour			17:00	16:45	16:45
7 - 9 Pk Volume	0	0	437	602	1031	4 - 6 Pk Volume	0	0	833	696	1526
Pk Hr Factor	0.000	0.000	0.854	0.959	0.904	Pk Hr Factor	0.000	0.000	0.905	0.902	0.928

Prepared by NDS/ATD

VOLUME

8b - Reservation Rd Bet. Del Monte Blvd & California Ave (36.682573, -121.788824)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_008

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	9,635	9,015	18,650

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			23		10		33		12:00			154		150		304	
00:15			12		13		25		12:15			143		129		272	
00:30			15		10		25		12:30			161		139		300	
00:45			18	68	13	46	31	114	12:45			171	629	146	564	317	1193
01:00			9		8		17		13:00			152		138		290	
01:15			11		5		16		13:15			147		129		276	
01:30			6		4		10		13:30			153		143		296	
01:45			6	32	5	22	11	54	13:45			155	607	147	557	302	1164
02:00			9		6		15		14:00			150		142		292	
02:15			9		5		14		14:15			161		157		318	
02:30			4		5		9		14:30			164		153		317	
02:45			9	31	6	22	15	53	14:45			157	632	142	594	299	1226
03:00			1		4		5		15:00			162		141		303	
03:15			9		8		17		15:15			198		167		365	
03:30			6		6		12		15:30			170		167		337	
03:45			8	24	8	26	16	50	15:45			203	733	168	643	371	1376
04:00			10		10		20		16:00			217		163		380	
04:15			6		11		17		16:15			198		180		378	
04:30			11		14		25		16:30			259		196		455	
04:45			18	45	27	62	45	107	16:45			207	881	191	730	398	1611
05:00			17		14		31		17:00			252		181		433	
05:15			17		28		45		17:15			221		221		442	
05:30			28		37		65		17:30			239		176		415	
05:45			31	93	55	134	86	227	17:45			208	920	173	751	381	1671
06:00			57		66		123		18:00			178		153		331	
06:15			74		98		172		18:15			144		155		299	
06:30			86		130		216		18:30			148		118		266	
06:45			95	312	123	417	218	729	18:45			117	587	115	541	232	1128
07:00			114		163		277		19:00			155		92		247	
07:15			161		177		338		19:15			127		95		222	
07:30			185		172		357		19:30			126		101		227	
07:45			157	617	176	688	333	1305	19:45			105	513	84	372	189	885
08:00			128		149		277		20:00			111		92		203	
08:15			115		151		266		20:15			114		74		188	
08:30			125		160		285		20:30			85		78		163	
08:45			105	473	141	601	246	1074	20:45			77	387	67	311	144	698
09:00			95		121		216		21:00			89		53		142	
09:15			120		129		249		21:15			61		61		122	
09:30			113		97		210		21:30			72		55		127	
09:45			107	435	142	489	249	924	21:45			66	288	47	216	113	504
10:00			96		136		232		22:00			62		46		108	
10:15			116		92		208		22:15			52		37		89	
10:30			114		120		234		22:30			39		44		83	
10:45			126	452	107	455	233	907	22:45			52	205	41	168	93	373
11:00			139		129		268		23:00			48		17		65	
11:15			133		134		267		23:15			28		29		57	
11:30			134		124		258		23:30			28		20		48	
11:45			138	544	138	525	276	1069	23:45			23	127	15	81	38	208
TOTALS				3126		3487		6613	TOTALS				6509		5528		12037
SPLIT %				47.3%		52.7%		35.5%	SPLIT %				54.1%		45.9%		64.5%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	9,635	9,015	18,650

AM Peak Hour			07:15	07:00	07:00	PM Peak Hour			16:30	16:30	16:30
AM Pk Volume			631	688	1305	PM Pk Volume			939	789	1728
Pk Hr Factor			0.853	0.972	0.914	Pk Hr Factor			0.906	0.893	0.949
7 - 9 Volume	0	0	1090	1289	2379	4 - 6 Volume	0	0	1801	1481	3282
7 - 9 Peak Hour			07:15	07:00	07:00	4 - 6 Peak Hour			16:30	16:30	16:30
7 - 9 Pk Volume	0	0	631	688	1305	4 - 6 Pk Volume	0	0	939	789	1728
Pk Hr Factor	0.000	0.000	0.853	0.972	0.914	Pk Hr Factor	0.000	0.000	0.906	0.893	0.949

Prepared by NDS/ATD

VOLUME

9 - Reservation Rd Bet. California Ave & Salinas Ave (36.678740, -121.781255)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_009

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	8,105	7,846	15,951

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			19		11		30		12:00			119		107		226	
00:15			12		12		24		12:15			120		86		206	
00:30			15		12		27		12:30			107		121		228	
00:45			18	64	14	49	32	113	12:45			131	477	123	437	254	914
01:00			12		8		20		13:00			139		121		260	
01:15			10		6		16		13:15			129		115		244	
01:30			8		4		12		13:30			131		104		235	
01:45			6	36	6	24	12	60	13:45			112	511	122	462	234	973
02:00			8		5		13		14:00			123		115		238	
02:15			9		6		15		14:15			134		148		282	
02:30			2		4		6		14:30			118		115		233	
02:45			8	27	5	20	13	47	14:45			131	506	129	507	260	1013
03:00			2		4		6		15:00			138		121		259	
03:15			6		6		12		15:15			164		141		305	
03:30			5		7		12		15:30			154		137		291	
03:45			8	21	7	24	15	45	15:45			173	629	139	538	312	1167
04:00			8		8		16		16:00			190		120		310	
04:15			7		9		16		16:15			170		145		315	
04:30			13		7		20		16:30			219		165		384	
04:45			17	45	26	50	43	95	16:45			174	753	168	598	342	1351
05:00			17		15		32		17:00			227		165		392	
05:15			17		23		40		17:15			202		196		398	
05:30			26		31		57		17:30			194		159		353	
05:45			35	95	42	111	77	206	17:45			161	784	153	673	314	1457
06:00			53		65		118		18:00			167		121		288	
06:15			64		93		157		18:15			136		134		270	
06:30			81		122		203		18:30			114		102		216	
06:45			93	291	138	418	231	709	18:45			91	508	92	449	183	957
07:00			102		153		255		19:00			113		84		197	
07:15			131		176		307		19:15			104		104		208	
07:30			171		168		339		19:30			98		92		190	
07:45			154	558	171	668	325	1226	19:45			93	408	76	356	169	764
08:00			138		149		287		20:00			85		78		163	
08:15			97		136		233		20:15			94		66		160	
08:30			110		142		252		20:30			66		64		130	
08:45			87	432	121	548	208	980	20:45			58	303	64	272	122	575
09:00			74		111		185		21:00			68		52		120	
09:15			95		103		198		21:15			56		52		108	
09:30			106		75		181		21:30			61		49		110	
09:45			74	349	125	414	199	763	21:45			53	238	42	195	95	433
10:00			82		100		182		22:00			44		42		86	
10:15			88		71		159		22:15			40		36		76	
10:30			91		103		194		22:30			27		46		73	
10:45			104	365	87	361	191	726	22:45			44	155	37	161	81	316
11:00			107		91		198		23:00			49		17		66	
11:15			106		109		215		23:15			27		27		54	
11:30			110		106		216		23:30			26		23		49	
11:45			103	426	120	426	223	852	23:45			22	124	18	85	40	209
TOTALS				2709		3113		**5822**	**TOTALS**				5396		4733		**10129**
SPLIT %				46.5%		53.5%		**36.5%**	**SPLIT %**				53.3%		46.7%		**63.5%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	8,105	7,846	15,951

AM Peak Hour			07:15	07:00	**07:15**	**PM Peak Hour**			16:30	16:30	**16:30**
AM Pk Volume			594	668	**1258**	**PM Pk Volume**			822	694	**1516**
Pk Hr Factor			0.868	0.949	**0.928**	**Pk Hr Factor**			0.905	0.885	**0.952**
7 - 9 Volume	0	0	990	1216	**2206**	**4 - 6 Volume**	0	0	1537	1271	**2808**
7 - 9 Peak Hour			07:15	07:00	**07:15**	**4 - 6 Peak Hour**			16:30	16:30	**16:30**
7 - 9 Pk Volume	0	0	594	668	**1258**	**4 - 6 Pk Volume**	0	0	822	694	**1516**
Pk Hr Factor	0.000	0.000	0.868	0.949	**0.928**	**Pk Hr Factor**	0.000	0.000	0.905	0.885	**0.952**

Prepared by NDS/ATD

VOLUME

10 - Reservation Rd Bet. Salinas Ave & Imjin Pkwy (36.673038, -121.769838)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_010

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	8,148	8,185	16,333

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			20		13		33		12:00			109		102		211	
00:15			10		18		28		12:15			115		92		207	
00:30			15		16		31		12:30			109		133		242	
00:45			16	61	13	60	29	121	12:45			139	472	118	445	257	917
01:00			15		8		23		13:00			137		115		252	
01:15			9		8		17		13:15			134		123		257	
01:30			9		7		16		13:30			124		86		210	
01:45			8	41	6	29	14	70	13:45			119	514	132	456	251	970
02:00			10		5		15		14:00			122		123		245	
02:15			8		7		15		14:15			135		146		281	
02:30			4		4		8		14:30			148		117		265	
02:45			8	30	5	21	13	51	14:45			117	522	123	509	240	1031
03:00			4		2		6		15:00			140		125		265	
03:15			4		10		14		15:15			165		143		308	
03:30			7		3		10		15:30			145		136		281	
03:45			9	24	6	21	15	45	15:45			180	630	143	547	323	1177
04:00			8		8		16		16:00			198		112		310	
04:15			6		10		16		16:15			172		163		335	
04:30			13		9		22		16:30			207		176		383	
04:45			18	45	24	51	42	96	16:45			174	751	170	621	344	1372
05:00			16		13		29		17:00			227		168		395	
05:15			17		23		40		17:15			202		211		413	
05:30			29		33		62		17:30			186		169		355	
05:45			38	100	36	105	74	205	17:45			168	783	158	706	326	1489
06:00			55		61		116		18:00			153		125		278	
06:15			69		91		160		18:15			126		131		257	
06:30			83		130		213		18:30			107		105		212	
06:45			108	315	142	424	250	739	18:45			96	482	91	452	187	934
07:00			105		160		265		19:00			101		91		192	
07:15			142		180		322		19:15			96		116		212	
07:30			189		185		374		19:30			93		106		199	
07:45			187	623	205	730	392	1353	19:45			95	385	104	417	199	802
08:00			162		167		329		20:00			84		84		168	
08:15			101		147		248		20:15			76		82		158	
08:30			115		140		255		20:30			74		85		159	
08:45			92	470	130	584	222	1054	20:45			55	289	71	322	126	611
09:00			83		100		183		21:00			62		71		133	
09:15			94		102		196		21:15			55		55		110	
09:30			104		71		175		21:30			54		60		114	
09:45			78	359	133	406	211	765	21:45			45	216	52	238	97	454
10:00			77		91		168		22:00			46		49		95	
10:15			85		71		156		22:15			40		35		75	
10:30			88		97		185		22:30			19		47		66	
10:45			105	355	92	351	197	706	22:45			46	151	41	172	87	323
11:00			97		87		184		23:00			46		22		68	
11:15			94		112		206		23:15			27		26		53	
11:30			108		100		208		23:30			25		32		57	
11:45			108	407	120	419	228	826	23:45			25	123	19	99	44	222
TOTALS				2830		3201		**6031**	**TOTALS**				5318		4984		**10302**
SPLIT %				46.9%		53.1%		**36.9%**	**SPLIT %**				51.6%		48.4%		**63.1%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	8,148	8,185	16,333

AM Peak Hour			07:15	07:15	**07:15**	**PM Peak Hour**			16:30	16:30	**16:30**
AM Pk Volume			680	737	**1417**	**PM Pk Volume**			810	725	**1535**
Pk Hr Factor			0.899	0.899	**0.904**	**Pk Hr Factor**			0.892	0.859	**0.929**
7 - 9 Volume	0	0	1093	1314	**2407**	**4 - 6 Volume**	0	0	1534	1327	**2861**
7 - 9 Peak Hour			07:15	07:15	**07:15**	**4 - 6 Peak Hour**			16:30	16:30	**16:30**
7 - 9 Pk Volume	0	0	680	737	**1417**	**4 - 6 Pk Volume**	0	0	810	725	**1535**
Pk Hr Factor	0.000	0.000	0.899	0.899	**0.904**	**Pk Hr Factor**	0.000	0.000	0.892	0.859	**0.929**

Prepared by NDS/ATD

VOLUME

11 - Reservation Rd Bet. Imjin Pkwy & Blanco Rd (36.670013, -121.763302)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_011

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	15,760	16,170	31,930

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			34		16		50		12:00			185		207		392	
00:15			20		17		37		12:15			200		220		420	
00:30			19		15		34		12:30			214		234		448	
00:45			24	97	16	64	40	161	12:45			237	836	237	898	474	1734
01:00			8		14		22		13:00			204		220		424	
01:15			17		12		29		13:15			244		272		516	
01:30			19		13		32		13:30			238		208		446	
01:45			11	55	10	49	21	104	13:45			234	920	244	944	478	1864
02:00			7		9		16		14:00			227		241		468	
02:15			16		14		30		14:15			259		264		523	
02:30			3		9		12		14:30			248		219		467	
02:45			16	42	11	43	27	85	14:45			266	1000	251	975	517	1975
03:00			6		10		16		15:00			288		234		522	
03:15			5		17		22		15:15			313		278		591	
03:30			12		18		30		15:30			368		253		621	
03:45			16	39	17	62	33	101	15:45			381	1350	289	1054	670	2404
04:00			11		17		28		16:00			387		241		628	
04:15			14		42		56		16:15			365		298		663	
04:30			23		50		73		16:30			366		330		696	
04:45			21	69	53	162	74	231	16:45			378	1496	309	1178	687	2674
05:00			25		36		61		17:00			404		308		712	
05:15			39		58		97		17:15			418		400		818	
05:30			49		100		149		17:30			350		338		688	
05:45			68	181	102	296	170	477	17:45			328	1500	304	1350	632	2850
06:00			70		162		232		18:00			327		231		558	
06:15			126		249		375		18:15			290		232		522	
06:30			143		303		446		18:30			217		200		417	
06:45			166	505	353	1067	519	1572	18:45			223	1057	154	817	377	1874
07:00			184		416		600		19:00			189		119		308	
07:15			280		421		701		19:15			180		153		333	
07:30			372		375		747		19:30			169		123		292	
07:45			364	1200	364	1576	728	2776	19:45			190	728	137	532	327	1260
08:00			295		318		613		20:00			153		113		266	
08:15			256		338		594		20:15			149		102		251	
08:30			221		358		579		20:30			146		127		273	
08:45			187	959	293	1307	480	2266	20:45			135	583	92	434	227	1017
09:00			174		255		429		21:00			121		81		202	
09:15			188		242		430		21:15			124		88		212	
09:30			177		226		403		21:30			100		74		174	
09:45			166	705	253	976	419	1681	21:45			108	453	60	303	168	756
10:00			163		222		385		22:00			91		61		152	
10:15			172		224		396		22:15			87		66		153	
10:30			169		214		383		22:30			58		61		119	
10:45			172	676	207	867	379	1543	22:45			74	310	50	238	124	548
11:00			206		187		393		23:00			60		35		95	
11:15			172		198		370		23:15			55		50		105	
11:30			215		213		428		23:30			41		37		78	
11:45			196	789	232	830	428	1619	23:45			54	210	26	148	80	358
TOTALS				5317		7299		**12616**	**TOTALS**				10443		8871		**19314**
SPLIT %				42.1%		57.9%		**39.5%**	**SPLIT %**				54.1%		45.9%		**60.5%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	15,760	16,170	31,930

AM Peak Hour			07:15	07:00	**07:15**	**PM Peak Hour**			16:30	16:45	**16:30**
AM Pk Volume			1311	1576	**2789**	**PM Pk Volume**			1566	1355	**2913**
Pk Hr Factor			0.881	0.936	**0.933**	**Pk Hr Factor**			0.937	0.847	**0.890**
7 - 9 Volume	0	0	2159	2883	**5042**	**4 - 6 Volume**	0	0	2996	2528	**5524**
7 - 9 Peak Hour			07:15	07:00	**07:15**	**4 - 6 Peak Hour**			16:30	16:45	**16:30**
7 - 9 Pk Volume	0	0	1311	1576	**2789**	**4 - 6 Pk Volume**	0	0	1566	1355	**2913**
Pk Hr Factor	0.000	0.000	0.881	0.936	**0.933**	**Pk Hr Factor**	0.000	0.000	0.937	0.847	**0.890**

Prepared by NDS/ATD

VOLUME

12a - 8th St Bet. 2nd Ave & 3rd Ave

Day: Wednesday
Date: 9/12/2018

City: Marina
Project #: CA18_8440_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	112	169	281

AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00			0	0	0	12:00			3	0	3
00:15			0	0	0	12:15			1	3	4
00:30			0	0	0	12:30			1	0	1
00:45			0	0	0	12:45			2	6	8
01:00			0	0	0	13:00			3	5	8
01:15			0	0	0	13:15			2	2	4
01:30			0	0	0	13:30			3	3	6
01:45			0	0	0	13:45			2	2	4
02:00			0	0	0	14:00			3	2	5
02:15			0	0	0	14:15			0	1	1
02:30			0	0	0	14:30			2	2	4
02:45			0	0	0	14:45			2	4	6
03:00			0	0	0	15:00			1	1	2
03:15			0	0	0	15:15			3	0	3
03:30			0	0	0	15:30			3	3	6
03:45			0	0	0	15:45			3	2	5
04:00			0	0	0	16:00			6	5	11
04:15			0	0	0	16:15			2	2	4
04:30			0	0	0	16:30			3	3	6
04:45			0	0	0	16:45			3	5	8
05:00			0	0	0	17:00			3	1	4
05:15			0	0	0	17:15			4	3	7
05:30			0	2	2	17:30			4	2	6
05:45			0	1	1	17:45			7	2	9
06:00			1	0	1	18:00			1	3	4
06:15			0	1	1	18:15			2	1	3
06:30			3	1	4	18:30			1	2	3
06:45			2	7	9	18:45			1	3	4
07:00			0	5	5	19:00			2	2	4
07:15			1	10	11	19:15			2	1	3
07:30			0	14	14	19:30			1	1	2
07:45			1	16	17	19:45			0	1	1
08:00			1	4	5	20:00			0	1	1
08:15			2	6	8	20:15			1	1	2
08:30			0	2	2	20:30			0	0	0
08:45			0	2	2	20:45			1	2	3
09:00			0	3	3	21:00			0	0	0
09:15			3	1	4	21:15			0	0	0
09:30			1	1	2	21:30			2	0	2
09:45			1	2	3	21:45			1	0	1
10:00			1	0	1	22:00			1	1	2
10:15			1	2	3	22:15			0	0	0
10:30			1	1	2	22:30			1	0	1
10:45			0	1	1	22:45			1	0	1
11:00			2	3	5	23:00			0	0	0
11:15			4	2	6	23:15			0	0	0
11:30			2	3	5	23:30			0	0	0
11:45			1	1	2	23:45			0	0	0
TOTALS			28	91	119	TOTALS			84	78	162
SPLIT %			23.5%	76.5%	42.3%	SPLIT %			51.9%	48.1%	57.7%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	112	169	281

AM Peak Hour			11:15	07:00	07:00	PM Peak Hour			17:00	12:45	16:00
AM Pk Volume			10	45	47	PM Pk Volume			18	16	29
Pk Hr Factor			0.625	0.703	0.691	Pk Hr Factor			0.643	0.667	0.659
7 - 9 Volume	0	0	5	59	64	4 - 6 Volume	0	0	32	23	55
7 - 9 Peak Hour			07:30	07:00	07:00	4 - 6 Peak Hour			17:00	16:00	16:00
7 - 9 Pk Volume	0	0	4	45	47	4 - 6 Pk Volume	0	0	18	15	29
Pk Hr Factor	0.000	0.000	0.500	0.703	0.691	Pk Hr Factor	0.000	0.000	0.643	0.750	0.659

Prepared by NDS/ATD

VOLUME

12b - 8th St Bet. 2nd Ave & Inter-Garrison Rd (36.657903, -121.794111)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_012

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,147	961	2,108

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			0		3		3		12:00			21		36		57	
00:15			1		0		1		12:15			17		25		42	
00:30			0		0		0		12:30			28		17		45	
00:45			1	2	1	4	2	6	12:45			27	93	14	92	41	185
01:00			1		0		1		13:00			24		25		49	
01:15			0		0		0		13:15			17		23		40	
01:30			1		0		1		13:30			23		17		40	
01:45			0	2	1	1	1	3	13:45			9	73	19	84	28	157
02:00			0		0		0		14:00			13		19		32	
02:15			0		0		0		14:15			18		16		34	
02:30			1		0		1		14:30			12		15		27	
02:45			0	1	0		0	1	14:45			18	61	16	66	34	127
03:00			0		0		0		15:00			14		19		33	
03:15			0		0		0		15:15			14		18		32	
03:30			0		2		2		15:30			14		15		29	
03:45			2	2	0	2	2	4	15:45			16	58	30	82	46	140
04:00			1		0		1		16:00			22		36		58	
04:15			2		0		2		16:15			12		21		33	
04:30			1		2		3		16:30			14		34		48	
04:45			4	8	1	3	5	11	16:45			11	59	31	122	42	181
05:00			0		1		1		17:00			21		55		76	
05:15			1		1		2		17:15			12		34		46	
05:30			1		0		1		17:30			11		25		36	
05:45			4	6	0	2	4	8	17:45			6	50	14	128	20	178
06:00			4		0		4		18:00			12		10		22	
06:15			13		0		13		18:15			9		13		22	
06:30			19		4		23		18:30			9		9		18	
06:45			35	71	5	9	40	80	18:45			7	37	10	42	17	79
07:00			22		13		35		19:00			4		7		11	
07:15			57		6		63		19:15			3		14		17	
07:30			83		14		97		19:30			2		6		8	
07:45			53	215	12	45	65	260	19:45			3	12	11	38	14	50
08:00			52		13		65		20:00			4		6		10	
08:15			54		12		66		20:15			2		4		6	
08:30			38		11		49		20:30			2		0		2	
08:45			31	175	12	48	43	223	20:45			1	9	4	14	5	23
09:00			13		13		26		21:00			3		1		4	
09:15			22		6		28		21:15			3		4		7	
09:30			14		11		25		21:30			0		6		6	
09:45			21	70	16	46	37	116	21:45			2	8	6	17	8	25
10:00			11		18		29		22:00			2		1		3	
10:15			14		9		23		22:15			0		0		0	
10:30			18		7		25		22:30			1		2		3	
10:45			13	56	12	46	25	102	22:45			4	7	3	6	7	13
11:00			22		10		32		23:00			3		1		4	
11:15			13		16		29		23:15			2		4		6	
11:30			14		12		26		23:30			1		1		2	
11:45			16	65	18	56	34	121	23:45			1	7	2	8	3	15
TOTALS				673		262		**935**	**TOTALS**				474		699		**1173**
SPLIT %				72.0%		28.0%		**44.4%**	**SPLIT %**				40.4%		59.6%		**55.6%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,147	961	2,108

AM Peak Hour			07:15	11:45	**07:30**	**PM Peak Hour**			12:15	16:30	**16:30**
AM Pk Volume			245	96	**293**	**PM Pk Volume**			96	154	**212**
Pk Hr Factor			0.738	0.667	**0.755**	**Pk Hr Factor**			0.857	0.700	**0.697**
7 - 9 Volume	0	0	390	93	**483**	**4 - 6 Volume**	0	0	109	250	**359**
7 - 9 Peak Hour			07:15	07:30	**07:30**	**4 - 6 Peak Hour**			16:00	16:30	**16:30**
7 - 9 Pk Volume	0	0	245	51	**293**	**4 - 6 Pk Volume**	0	0	59	154	**212**
Pk Hr Factor	0.000	0.000	0.738	0.911	**0.755**	**Pk Hr Factor**	0.000	0.000	0.670	0.700	**0.697**

Prepared by NDS/ATD

VOLUME

13 - 9th St Bet. 1st Ave & 2nd Ave (36.662471, -121.810390)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_013

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	283	496	779

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00					0		0		0		12:00					7		9		16	
00:15					0		0		0		12:15					13		8		21	
00:30					0		0		0		12:30					8		9		17	
00:45					0		0		0		12:45					4	32	10	36	14	68
01:00					0		1		1		13:00					4		6		10	
01:15					0		0		0		13:15					6		7		13	
01:30					0		1		1		13:30					5		12		17	
01:45					0		0	2	0	2	13:45					9	24	10	35	19	59
02:00					0		0		0		14:00					2		7		9	
02:15					0		0		0		14:15					12		10		22	
02:30					0		0		0		14:30					11		4		15	
02:45					0		0		0		14:45					5	30	7	28	12	58
03:00					0		0		0		15:00					4		9		13	
03:15					1		0		1		15:15					7		6		13	
03:30					0		1		1		15:30					6		6		12	
03:45					0	1	0	1	0	2	15:45					11	28	4	25	15	53
04:00					0		0		0		16:00					13		1		14	
04:15					0		0		0		16:15					7		3		10	
04:30					0		1		1		16:30					8		3		11	
04:45					0		1	2	1	2	16:45					4	32	4	11	8	43
05:00					0		0		0		17:00					10		5		15	
05:15					0		0		0		17:15					5		1		6	
05:30					0		2		2		17:30					3		2		5	
05:45					0		0	2	0	2	17:45					2	20	5	13	7	33
06:00					0		1		1		18:00					4		4		8	
06:15					0		2		2		18:15					3		2		5	
06:30					2		3		5		18:30					1		2		3	
06:45					0	2	3	9	3	11	18:45					1	9	1	9	2	18
07:00					1		11		12		19:00					1		2		3	
07:15					2		30		32		19:15					3		2		5	
07:30					1		62		63		19:30					1		3		4	
07:45					3	7	56	159	59	166	19:45					1	6	2	9	3	15
08:00					0		37		37		20:00					3		0		3	
08:15					2		22		24		20:15					0		3		3	
08:30					0		5		5		20:30					1		1		2	
08:45					2	4	10	74	12	78	20:45					0	4	1	5	1	9
09:00					5		5		10		21:00					3		3		6	
09:15					8		5		13		21:15					1		1		2	
09:30					6		5		11		21:30					0		1		1	
09:45					2	21	8	23	10	44	21:45					0	4	1	6	1	10
10:00					3		10		13		22:00					0		0		0	
10:15					9		7		16		22:15					0		0		0	
10:30					9		2		11		22:30					0		1		1	
10:45					12	33	6	25	18	58	22:45					2	2	0	1	2	3
11:00					6		6		12		23:00					1		1		2	
11:15					8		3		11		23:15					0		1		1	
11:30					3		5		8		23:30					0		0		0	
11:45					6	23	5	19	11	42	23:45					0	1	0	2	0	3
TOTALS						91		316		**407**	**TOTALS**						192		180		**372**
SPLIT %						22.4%		77.6%		**52.2%**	**SPLIT %**						51.6%		48.4%		**47.8%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	283	496	779

AM Peak Hour			10:15	07:15	**07:15**	**PM Peak Hour**			15:45	13:30	**12:00**
AM Pk Volume			36	185	**191**	**PM Pk Volume**			39	39	**68**
Pk Hr Factor			0.750	0.746	**0.758**	**Pk Hr Factor**			0.750	0.813	**0.810**
7 - 9 Volume	0	0	11	233	**244**	**4 - 6 Volume**	0	0	52	24	**76**
7 - 9 Peak Hour			07:00	07:15	**07:15**	**4 - 6 Peak Hour**			16:00	16:15	**16:15**
7 - 9 Pk Volume	0	0	7	185	**191**	**4 - 6 Pk Volume**	0	0	32	15	**44**
Pk Hr Factor	0.000	0.000	0.583	0.746	**0.758**	**Pk Hr Factor**	0.000	0.000	0.615	0.750	**0.733**

Prepared by NDS/ATD

VOLUME

14a - 2nd Ave Bet. Divarty & Imjin Pkwy (36.6759649, -121.809362)

Day: Thursday
Date: 6/7/2018

City: Marina
Project #: CA18_8264_014

DAILY TOTALS	NB	SB	EB	WB	Total
	1,755	2,235	0	0	3,990

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	0		1				1		12:00	62		46				108	
00:15	1		2				3		12:15	40		41				81	
00:30	2		1				3		12:30	36		47				83	
00:45	1	4	1	5			2	9	12:45	41	179	42	176			83	355
01:00	1		1				2		13:00	29		42				71	
01:15	1		3				4		13:15	33		30				63	
01:30	0		0				0		13:30	33		34				67	
01:45	2	4	0	4			2	8	13:45	26	121	36	142			62	263
02:00	0		1				1		14:00	33		43				76	
02:15	1		0				1		14:15	31		33				64	
02:30	1		0				1		14:30	30		40				70	
02:45	0	2	0	1			0	3	14:45	31	125	35	151			66	276
03:00	0		1				1		15:00	27		27				54	
03:15	0		1				1		15:15	34		37				71	
03:30	2		0				2		15:30	33		34				67	
03:45	2	4	0	2			2	6	15:45	43	137	44	142			87	279
04:00	1		0				1		16:00	50		25				75	
04:15	1		1				2		16:15	36		39				75	
04:30	2		2				4		16:30	40		45				85	
04:45	2	6	4	7			6	13	16:45	50	176	41	150			91	326
05:00	0		2				2		17:00	59		38				97	
05:15	1		4				5		17:15	60		23				83	
05:30	0		8				8		17:30	59		25				84	
05:45	3	4	7	21			10	25	17:45	33	211	25	111			58	322
06:00	4		16				20		18:00	36		30				66	
06:15	6		12				18		18:15	35		29				64	
06:30	3		16				19		18:30	32		32				64	
06:45	6	19	25	69			31	88	18:45	26	129	17	108			43	237
07:00	3		59				62		19:00	32		24				56	
07:15	20		81				101		19:15	23		19				42	
07:30	15		113				128		19:30	24		24				48	
07:45	15	53	77	330			92	383	19:45	16	95	23	90			39	185
08:00	22		59				81		20:00	13		23				36	
08:15	24		56				80		20:15	19		18				37	
08:30	15		49				64		20:30	15		22				37	
08:45	18	79	25	189			43	268	20:45	16	63	11	74			27	137
09:00	16		25				41		21:00	10		14				24	
09:15	16		26				42		21:15	14		13				27	
09:30	22		28				50		21:30	9		14				23	
09:45	24	78	36	115			60	193	21:45	9	42	6	47			15	89
10:00	18		31				49		22:00	4		4				8	
10:15	18		31				49		22:15	5		10				15	
10:30	24		33				57		22:30	3		7				10	
10:45	19	79	38	133			57	212	22:45	3	15	4	25			7	40
11:00	28		35				63		23:00	4		3				7	
11:15	33		26				59		23:15	3		1				4	
11:30	32		35				67		23:30	1		1				2	
11:45	28	121	37	133			65	254	23:45	1	9	5	10			6	19
TOTALS		453		1009				**1462**	**TOTALS**		1302		1226				**2528**
SPLIT %		31.0%		69.0%				**36.6%**	**SPLIT %**		51.5%		48.5%				**63.4%**

DAILY TOTALS	NB	SB	EB	WB	Total
	1,755	2,235	0	0	3,990

AM Peak Hour	11:45	07:00				**07:15**	**PM Peak Hour**	16:45	12:00				**16:30**
AM Pk Volume	166	330				**402**	**PM Pk Volume**	228	176				**356**
Pk Hr Factor	0.669	0.730				**0.785**	**Pk Hr Factor**	0.950	0.936				**0.918**
7 - 9 Volume	132	519	0	0		**651**	**4 - 6 Volume**	387	261	0	0		**648**
7 - 9 Peak Hour	08:00	07:00				**07:15**	**4 - 6 Peak Hour**	16:45	16:15				**16:30**
7 - 9 Pk Volume	79	330	0	0		**402**	**4 - 6 Pk Volume**	228	163	0	0		**356**
Pk Hr Factor	0.823	0.730	0.000	0.000		**0.785**	**Pk Hr Factor**	0.950	0.906	0.000	0.000		**0.918**

Prepared by National Data & Surveying Services

VOLUME

14b - 2nd Ave Bet. 8th St & Imjin Pkwy (N/O General Stilwell Dr)

Day: Tuesday
Date: 7/2/2019

City: Marina
Project #: CA19_8371_002

DAILY TOTALS	NB	SB	EB	WB	Total
	8,231	8,744	0	0	16,975

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	4		4				8		12:00	157		158				315	
00:15	7		4				11		12:15	148		192				340	
00:30	5		4				9		12:30	156		154				310	
00:45	7	23	1	13			8	36	12:45	132	593	188	692			320	1285
01:00	3		3				6		13:00	175		181				356	
01:15	1		1				2		13:15	153		132				285	
01:30	1		1				2		13:30	162		160				322	
01:45	2	7	4	9			6	16	13:45	134	624	189	662			323	1286
02:00	5		3				8		14:00	178		165				343	
02:15	11		5				16		14:15	164		156				320	
02:30	37		2				39		14:30	173		161				334	
02:45	1	54	1	11			2	65	14:45	164	679	142	624			306	1303
03:00	3		4				7		15:00	164		130				294	
03:15	6		5				11		15:15	167		165				332	
03:30	2		3				5		15:30	194		163				357	
03:45	6	17	8	20			14	37	15:45	156	681	144	602			300	1283
04:00	7		15				22		16:00	191		138				329	
04:15	4		5				9		16:15	143		176				319	
04:30	2		9				11		16:30	213		155				368	
04:45	6	19	10	39			16	58	16:45	182	729	137	606			319	1335
05:00	8		16				24		17:00	164		139				303	
05:15	10		24				34		17:15	167		135				302	
05:30	17		28				45		17:30	172		149				321	
05:45	16	51	37	105			53	156	17:45	156	659	143	566			299	1225
06:00	30		43				73		18:00	167		161				328	
06:15	35		58				93		18:15	158		158				316	
06:30	34		57				91		18:30	149		153				302	
06:45	33	132	84	242			117	374	18:45	138	612	137	609			275	1221
07:00	40		76				116		19:00	137		132				269	
07:15	32		125				157		19:15	119		120				239	
07:30	40		137				177		19:30	140		107				247	
07:45	43	155	178	516			221	671	19:45	108	504	98	457			206	961
08:00	51		147				198		20:00	123		92				215	
08:15	70		125				195		20:15	99		93				192	
08:30	64		113				177		20:30	106		81				187	
08:45	73	258	114	499			187	757	20:45	99	427	77	343			176	770
09:00	82		118				200		21:00	123		69				192	
09:15	85		115				200		21:15	96		64				160	
09:30	73		131				204		21:30	100		76				176	
09:45	88	328	164	528			252	856	21:45	86	405	44	253			130	658
10:00	94		117				211		22:00	101		52				153	
10:15	114		159				273		22:15	39		29				68	
10:30	105		149				254		22:30	31		36				67	
10:45	108	421	170	595			278	1016	22:45	13	184	13	130			26	314
11:00	137		152				289		23:00	19		5				24	
11:15	145		154				299		23:15	7		10				17	
11:30	194		138				332		23:30	13		6				19	
11:45	144	620	152	596			296	1216	23:45	10	49	6	27			16	76
TOTALS		2085		3173				**5258**	**TOTALS**		6146		5571				**11717**
SPLIT %		39.7%		60.3%				**31.0%**	**SPLIT %**		52.5%		47.5%				**69.0%**

DAILY TOTALS	NB	SB	EB	WB	Total
	8,231	8,744	0	0	16,975

AM Peak Hour	11:30	11:45						**11:30**	**PM Peak Hour**	16:00	12:15						**16:00**
AM Pk Volume	643	656						**1283**	**PM Pk Volume**	729	715						**1335**
Pk Hr Factor	0.829	0.854						**0.943**	**Pk Hr Factor**	0.856	0.931						**0.907**
7 - 9 Volume	413	1015	0	0				**1428**	**4 - 6 Volume**	1388	1172	0	0				**2560**
7 - 9 Peak Hour	08:00	07:15						**07:30**	**4 - 6 Peak Hour**	16:00	16:15						**16:00**
7 - 9 Pk Volume	258	587	0	0				**791**	**4 - 6 Pk Volume**	729	607	0	0				**1335**
Pk Hr Factor	0.884	0.824	0.000	0.000				**0.895**	**Pk Hr Factor**	0.856	0.862	0.000	0.000				**0.907**

Prepared by NDS/ATD

VOLUME

15 - Beach Rd Bet. Reservation Rd & Del Monte Blvd (36.694665, -121.800146)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_015

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,578	3,033	5,611

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			10		8		18		12:00			42		47		89	
00:15			5		3		8		12:15			32		47		79	
00:30			5		3		8		12:30			34		40		74	
00:45			6	26	3	17	9	43	12:45			36	144	64	198	100	342
01:00			6		1		7		13:00			45		34		79	
01:15			2		0		2		13:15			45		39		84	
01:30			7		0		7		13:30			36		55		91	
01:45			3	18	5	6	8	24	13:45			36	162	51	179	87	341
02:00			2		0		2		14:00			55		37		92	
02:15			3		3		6		14:15			44		33		77	
02:30			2		2		4		14:30			42		68		110	
02:45			3	10	2	7	5	17	14:45			39	180	53	191	92	371
03:00			5		2		7		15:00			37		51		88	
03:15			0		3		3		15:15			51		53		104	
03:30			0		1		1		15:30			55		42		97	
03:45			3	8	2	8	5	16	15:45			50	193	55	201	105	394
04:00			3		4		7		16:00			51		49		100	
04:15			1		4		5		16:15			50		45		95	
04:30			0		6		6		16:30			34		47		81	
04:45			5	9	4	18	9	27	16:45			57	192	47	188	104	380
05:00			2		4		6		17:00			52		54		106	
05:15			0		12		12		17:15			64		53		117	
05:30			5		24		29		17:30			53		59		112	
05:45			2	9	16	56	18	65	17:45			53	222	59	225	112	447
06:00			11		26		37		18:00			46		58		104	
06:15			6		26		32		18:15			40		45		85	
06:30			18		39		57		18:30			50		46		96	
06:45			17	52	54	145	71	197	18:45			40	176	39	188	79	364
07:00			19		78		97		19:00			34		35		69	
07:15			26		78		104		19:15			48		33		81	
07:30			36		40		76		19:30			44		42		86	
07:45			53	134	57	253	110	387	19:45			34	160	44	154	78	314
08:00			23		58		81		20:00			49		29		78	
08:15			26		48		74		20:15			43		37		80	
08:30			30		61		91		20:30			30		37		67	
08:45			31	110	48	215	79	325	20:45			36	158	20	123	56	281
09:00			28		41		69		21:00			38		25		63	
09:15			21		42		63		21:15			32		17		49	
09:30			29		31		60		21:30			23		15		38	
09:45			26	104	45	159	71	263	21:45			30	123	27	84	57	207
10:00			31		47		78		22:00			20		18		38	
10:15			30		41		71		22:15			25		14		39	
10:30			29		36		65		22:30			13		13		26	
10:45			34	124	42	166	76	290	22:45			17	75	12	57	29	132
11:00			33		42		75		23:00			19		11		30	
11:15			42		45		87		23:15			12		9		21	
11:30			33		32		65		23:30			14		4		18	
11:45			29	137	45	164	74	301	23:45			7	52	7	31	14	83
TOTALS				741		1214		1955	TOTALS				1837		1819		3656
SPLIT %				37.9%		62.1%		34.8%	SPLIT %				50.2%		49.8%		65.2%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,578	3,033	5,611

AM Peak Hour			11:15	07:00	07:00	PM Peak Hour			16:45	17:15	17:00
AM Pk Volume			146	253	387	PM Pk Volume			226	229	447
Pk Hr Factor			0.869	0.811	0.880	Pk Hr Factor			0.883	0.970	0.955
7 - 9 Volume	0	0	244	468	712	4 - 6 Volume	0	0	414	413	827
7 - 9 Peak Hour			07:15	07:00	07:00	4 - 6 Peak Hour			16:45	17:00	17:00
7 - 9 Pk Volume	0	0	138	253	387	4 - 6 Pk Volume	0	0	226	225	447
Pk Hr Factor	0.000	0.000	0.651	0.811	0.880	Pk Hr Factor	0.000	0.000	0.883	0.953	0.955

Prepared by NDS/ATD

VOLUME

16De Forest Rd Bet. Beach Rd & Reservation Rd (36.688357, -121.790823)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_016

DAILY TOTALS	NB	SB	EB	WB	Total
	857	1,004	0	0	1,861

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	3		2				5		12:00	6		9				15	
00:15	3		2				5		12:15	8		13				21	
00:30	2		0				2		12:30	8		13				21	
00:45	0	8	0	4			0	12	12:45	8	30	13	48			21	78
01:00	0		0				0		13:00	13		15				28	
01:15	0		0				0		13:15	13		17				30	
01:30	0		1				1		13:30	8		15				23	
01:45	1	1	0	1			1	2	13:45	15	49	17	64			32	113
02:00	1		0				1		14:00	24		12				36	
02:15	0		1				1		14:15	23		20				43	
02:30	1		1				2		14:30	11		36				47	
02:45	1	3	0	2			1	5	14:45	17	75	14	82			31	157
03:00	2		3				5		15:00	14		15				29	
03:15	0		0				0		15:15	10		18				28	
03:30	1		0				1		15:30	11		22				33	
03:45	0	3	0	3			0	6	15:45	21	56	17	72			38	128
04:00	0		0				0		16:00	17		22				39	
04:15	0		2				2		16:15	17		21				38	
04:30	0		1				1		16:30	24		12				36	
04:45	1	1	0	3			1	4	16:45	20	78	18	73			38	151
05:00	0		1				1		17:00	22		13				35	
05:15	0		2				2		17:15	15		23				38	
05:30	2		4				6		17:30	17		19				36	
05:45	1	3	1	8			2	11	17:45	18	72	15	70			33	142
06:00	2		1				3		18:00	15		14				29	
06:15	1		12				13		18:15	13		14				27	
06:30	4		8				12		18:30	14		14				28	
06:45	6	13	10	31			16	44	18:45	15	57	10	52			25	109
07:00	12		25				37		19:00	10		11				21	
07:15	14		23				37		19:15	12		16				28	
07:30	26		25				51		19:30	14		12				26	
07:45	43	95	33	106			76	201	19:45	8	44	15	54			23	98
08:00	22		22				44		20:00	9		8				17	
08:15	19		17				36		20:15	10		8				18	
08:30	13		24				37		20:30	12		10				22	
08:45	7	61	8	71			15	132	20:45	3	34	9	35			12	69
09:00	12		12				24		21:00	7		10				17	
09:15	8		13				21		21:15	8		7				15	
09:30	4		11				15		21:30	8		4				12	
09:45	10	34	11	47			21	81	21:45	4	27	8	29			12	56
10:00	13		16				29		22:00	3		2				5	
10:15	11		12				23		22:15	3		6				9	
10:30	12		18				30		22:30	3		5				8	
10:45	10	46	14	60			24	106	22:45	2	11	5	18			7	29
11:00	13		7				20		23:00	2		6				8	
11:15	13		11				24		23:15	5		1				6	
11:30	6		22				28		23:30	1		2				3	
11:45	13	45	19	59			32	104	23:45	3	11	3	12			6	23
TOTALS		313		395				708	TOTALS		544		609				1153
SPLIT %		44.2%		55.8%				38.0%	SPLIT %		47.2%		52.8%				62.0%

DAILY TOTALS	NB	SB	EB	WB	Total
	857	1,004	0	0	1,861

AM Peak Hour	07:30	07:00				07:15	PM Peak Hour	16:15	13:45				13:45
AM Pk Volume	110	106				208	PM Pk Volume	83	85				158
Pk Hr Factor	0.640	0.803				0.684	Pk Hr Factor	0.865	0.590				0.840
7 - 9 Volume	156	177	0	0		333	4 - 6 Volume	150	143	0	0		293
7 - 9 Peak Hour	07:30	07:00				07:15	4 - 6 Peak Hour	16:15	16:00				16:00
7 - 9 Pk Volume	110	106	0	0		208	4 - 6 Pk Volume	83	73	0	0		151
Pk Hr Factor	0.640	0.803	0.000	0.000		0.684	Pk Hr Factor	0.865	0.830	0.000	0.000		0.968

Prepared by NDS/ATD

VOLUME

17 - Crescent Ave Bet. Quebrada Del Mar Rd & Reservation Rd (36.686073, -121.789296)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_017

DAILY TOTALS	NB	SB	EB	WB	Total
	473	608	0	0	1,081

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	2		0				2		12:00	11		8				19	
00:15	1		1				2		12:15	3		10				13	
00:30	0		2				2		12:30	6		8				14	
00:45	1	4	2	5			3	9	12:45	12	32	7	33			19	65
01:00	0		0				0		13:00	3		8				11	
01:15	0		0				0		13:15	7		9				16	
01:30	0		0				0		13:30	3		8				11	
01:45	0		0				0		13:45	5	18	11	36			16	54
02:00	1		0				1		14:00	6		8				14	
02:15	0		0				0		14:15	13		8				21	
02:30	0		1				1		14:30	6		13				19	
02:45	0	1	2	3			2	4	14:45	7	32	11	40			18	72
03:00	0		0				0		15:00	12		9				21	
03:15	1		0				1		15:15	8		9				17	
03:30	0		0				0		15:30	10		11				21	
03:45	0	1	1	1			1	2	15:45	11	41	6	35			17	76
04:00	1		2				3		16:00	9		9				18	
04:15	0		1				1		16:15	14		11				25	
04:30	0		0				0		16:30	13		10				23	
04:45	1	2	0	3			1	5	16:45	8	44	8	38			16	82
05:00	0		1				1		17:00	13		15				28	
05:15	1		2				3		17:15	7		11				18	
05:30	0		0				0		17:30	16		21				37	
05:45	0	1	0	3			0	4	17:45	9	45	10	57			19	102
06:00	1		6				7		18:00	9		13				22	
06:15	6		5				11		18:15	7		6				13	
06:30	0		10				10		18:30	12		7				19	
06:45	0	7	17	38			17	45	18:45	5	33	3	29			8	62
07:00	1		12				13		19:00	8		5				13	
07:15	4		20				24		19:15	14		8				22	
07:30	9		19				28		19:30	4		4				8	
07:45	7	21	15	66			22	87	19:45	6	32	10	27			16	59
08:00	7		15				22		20:00	5		3				8	
08:15	5		7				12		20:15	4		6				10	
08:30	7		7				14		20:30	5		6				11	
08:45	5	24	9	38			14	62	20:45	7	21	5	20			12	41
09:00	8		4				12		21:00	10		14				24	
09:15	6		11				17		21:15	5		3				8	
09:30	3		12				15		21:30	3		3				6	
09:45	5	22	6	33			11	55	21:45	10	28	3	23			13	51
10:00	3		13				16		22:00	5		4				9	
10:15	5		5				10		22:15	4		1				5	
10:30	4		7				11		22:30	1		3				4	
10:45	3	15	5	30			8	45	22:45	5	15	4	12			9	27
11:00	5		6				11		23:00	5		1				6	
11:15	5		7				12		23:15	3		2				5	
11:30	9		6				15		23:30	1		0				1	
11:45	4	23	8	27			12	50	23:45	2	11	8	11			10	22
TOTALS		121		247				**368**	**TOTALS**		352		361				**713**
SPLIT %		32.9%		67.1%				**34.0%**	**SPLIT %**		49.4%		50.6%				**66.0%**

DAILY TOTALS	NB	SB	EB	WB	Total
	473	608	0	0	1,081

AM Peak Hour	11:15	07:15				**07:15**	**PM Peak Hour**	16:15	17:00				**17:00**
AM Pk Volume	29	69				**96**	**PM Pk Volume**	48	57				**102**
Pk Hr Factor	0.659	0.863				**0.857**	**Pk Hr Factor**	0.857	0.679				**0.689**
7 - 9 Volume	45	104	0	0		**149**	**4 - 6 Volume**	89	95	0	0		**184**
7 - 9 Peak Hour	07:30	07:15				**07:15**	**4 - 6 Peak Hour**	16:15	17:00				**17:00**
7 - 9 Pk Volume	28	69	0	0		**96**	**4 - 6 Pk Volume**	48	57	0	0		**102**
Pk Hr Factor	0.778	0.863	0.000	0.000		**0.857**	**Pk Hr Factor**	0.857	0.679	0.000	0.000		**0.689**

Prepared by NDS/ATD

VOLUME

18 - Crescent Ave Bet. Reservation Rd & Carmel Ave (36.683103, -121.792245)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_018

DAILY TOTALS	NB	SB	EB	WB	Total
	1,854	1,916	0	0	3,770

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	2		4				6		12:00	28		24				52	
00:15	3		3				6		12:15	17		33				50	
00:30	3		3				6		12:30	26		29				55	
00:45	3	11	4	14			7	25	12:45	34	105	37	123			71	228
01:00	1		0				1		13:00	30		23				53	
01:15	0		3				3		13:15	20		25				45	
01:30	3		6				9		13:30	28		20				48	
01:45	0	4	2	11			2	15	13:45	23	101	28	96			51	197
02:00	1		0				1		14:00	28		29				57	
02:15	1		2				3		14:15	28		36				64	
02:30	2		0				2		14:30	35		29				64	
02:45	3	7	0	2			3	9	14:45	20	111	32	126			52	237
03:00	1		2				3		15:00	36		32				68	
03:15	2		1				3		15:15	30		34				64	
03:30	2		1				3		15:30	22		50				72	
03:45	0	5	0	4			0	9	15:45	67	155	45	161			112	316
04:00	2		0				2		16:00	53		37				90	
04:15	0		2				2		16:15	40		42				82	
04:30	3		0				3		16:30	39		44				83	
04:45	7	12	2	4			9	16	16:45	28	160	49	172			77	332
05:00	3		3				6		17:00	31		44				75	
05:15	7		3				10		17:15	40		45				85	
05:30	4		5				9		17:30	37		46				83	
05:45	15	29	10	21			25	50	17:45	41	149	50	185			91	334
06:00	14		3				17		18:00	28		34				62	
06:15	15		3				18		18:15	39		38				77	
06:30	16		5				21		18:30	33		27				60	
06:45	27	72	21	32			48	104	18:45	25	125	39	138			64	263
07:00	23		24				47		19:00	20		39				59	
07:15	36		35				71		19:15	25		31				56	
07:30	45		43				88		19:30	27		34				61	
07:45	54	158	41	143			95	301	19:45	16	88	18	122			34	210
08:00	44		35				79		20:00	26		24				50	
08:15	46		47				93		20:15	22		24				46	
08:30	38		16				54		20:30	15		24				39	
08:45	27	155	19	117			46	272	20:45	14	77	21	93			35	170
09:00	21		20				41		21:00	11		19				30	
09:15	24		19				43		21:15	8		13				21	
09:30	24		24				48		21:30	13		20				33	
09:45	12	81	16	79			28	160	21:45	8	40	10	62			18	102
10:00	19		16				35		22:00	8		13				21	
10:15	19		21				40		22:15	6		8				14	
10:30	15		15				30		22:30	8		9				17	
10:45	16	69	20	72			36	141	22:45	6	28	5	35			11	63
11:00	18		20				38		23:00	12		7				19	
11:15	26		14				40		23:15	6		9				15	
11:30	27		17				44		23:30	4		8				12	
11:45	14	85	24	75			38	160	23:45	5	27	5	29			10	56
TOTALS		688		574				1262	TOTALS		1166		1342				2508
SPLIT %		54.5%		45.5%				33.5%	SPLIT %		46.5%		53.5%				66.5%

DAILY TOTALS	NB	SB	EB	WB	Total
	1,854	1,916	0	0	3,770

AM Peak Hour	07:30	07:30			07:30	PM Peak Hour	15:45	17:00			15:45
AM Pk Volume	189	166			355	PM Pk Volume	199	185			367
Pk Hr Factor	0.875	0.883			0.934	Pk Hr Factor	0.743	0.925			0.819
7 - 9 Volume	313	260	0	0	573	4 - 6 Volume	309	357	0	0	666
7 - 9 Peak Hour	07:30	07:30			07:30	4 - 6 Peak Hour	16:00	17:00			17:00
7 - 9 Pk Volume	189	166	0	0	355	4 - 6 Pk Volume	160	185	0	0	334
Pk Hr Factor	0.875	0.883	0.000	0.000	0.934	Pk Hr Factor	0.755	0.925	0.000	0.000	0.918

Prepared by NDS/ATD

VOLUME

19 - Cardoza Ave Bet. Reservation Rd & Aaron Way (36.699215, -121.799711)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_019

DAILY TOTALS	NB	SB	EB	WB	Total
	464	484	0	0	948

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	0		0						0		12:00	6		8						14	
00:15	1		0						1		12:15	6		7						13	
00:30	0		0						0		12:30	5		3						8	
00:45	0	1	0						0	1	12:45	9	26	10	28					19	54
01:00	1		0						1		13:00	8		5						13	
01:15	0		1						1		13:15	6		6						12	
01:30	1		1						2		13:30	5		6						11	
01:45	1	3	0	2					1	5	13:45	6	25	7	24					13	49
02:00	0		0						0		14:00	7		4						11	
02:15	0		0						0		14:15	6		8						14	
02:30	0		0						0		14:30	7		10						17	
02:45	0		0						0		14:45	8	28	6	28					14	56
03:00	0		0						0		15:00	15		10						25	
03:15	1		0						1		15:15	16		6						22	
03:30	1		3						4		15:30	12		11						23	
03:45	0	2	1	4					1	6	15:45	6	49	4	31					10	80
04:00	0		1						1		16:00	11		12						23	
04:15	0		1						1		16:15	10		9						19	
04:30	1		2						3		16:30	14		5						19	
04:45	0	1	1	5					1	6	16:45	11	46	9	35					20	81
05:00	1		4						5		17:00	18		8						26	
05:15	1		2						3		17:15	17		4						21	
05:30	0		2						2		17:30	12		4						16	
05:45	0	2	5	13					5	15	17:45	18	65	7	23					25	88
06:00	0		3						3		18:00	10		8						18	
06:15	0		5						5		18:15	10		5						15	
06:30	4		7						11		18:30	7		5						12	
06:45	1	5	16	31					17	36	18:45	6	33	8	26					14	59
07:00	2		19						21		19:00	5		2						7	
07:15	2		18						20		19:15	3		5						8	
07:30	1		16						17		19:30	8		5						13	
07:45	4	9	9	62					13	71	19:45	7	23	5	17					12	40
08:00	5		4						9		20:00	10		4						14	
08:15	5		7						12		20:15	11		3						14	
08:30	2		8						10		20:30	4		4						8	
08:45	6	18	13	32					19	50	20:45	8	33	2	13					10	46
09:00	3		6						9		21:00	3		6						9	
09:15	5		6						11		21:15	7		1						8	
09:30	6		10						16		21:30	4		2						6	
09:45	2	16	9	31					11	47	21:45	4	18	2	11					6	29
10:00	1		8						9		22:00	4		3						7	
10:15	3		6						9		22:15	2		1						3	
10:30	5		4						9		22:30	4		2						6	
10:45	11	20	8	26					19	46	22:45	2	12	1	7					3	19
11:00	2		8						10		23:00	1		2						3	
11:15	6		9						15		23:15	3		1						4	
11:30	7		6						13		23:30	2		0						2	
11:45	5	20	9	32					14	52	23:45	3	9	0	3					3	12
TOTALS		97		238						335	TOTALS		367		246						613
SPLIT %		29.0%		71.0%						35.3%	SPLIT %		59.9%		40.1%						64.7%

DAILY TOTALS	NB	SB	EB	WB	Total
	464	484	0	0	948

AM Peak Hour	10:45	06:45			06:45	PM Peak Hour	17:00	15:30			17:00
AM Pk Volume	26	69			75	PM Pk Volume	65	36			88
Pk Hr Factor	0.591	0.908			0.893	Pk Hr Factor	0.903	0.750			0.846
7 - 9 Volume	27	94	0	0	121	4 - 6 Volume	111	58	0	0	169
7 - 9 Peak Hour	08:00	07:00			07:00	4 - 6 Peak Hour	17:00	16:00			17:00
7 - 9 Pk Volume	18	62	0	0	71	4 - 6 Pk Volume	65	35	0	0	88
Pk Hr Factor	0.750	0.816	0.000	0.000	0.845	Pk Hr Factor	0.903	0.729	0.000	0.000	0.846

Prepared by NDS/ATD

VOLUME

20 - Beach Rd Bet. Del Monte Blvd & De Forest Rd (36.692456, -121.795546)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_020

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,639	1,370	3,009

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			2		3		5		12:00			24		17		41	
00:15			3		2		5		12:15			17		12		29	
00:30			2		2		4		12:30			37		17		54	
00:45			2	9	1	8	3	17	12:45			24	102	17	63	41	165
01:00			1		0		1		13:00			19		20		39	
01:15			0		0		0		13:15			27		19		46	
01:30			2		0		2		13:30			28		14		42	
01:45			0	3	0		0	3	13:45			33	107	24	77	57	184
02:00			1		1		2		14:00			25		20		45	
02:15			0		2		2		14:15			52		31		83	
02:30			1		1		2		14:30			31		59		90	
02:45			1	3	0	4	1	7	14:45			29	137	27	137	56	274
03:00			0		2		2		15:00			17		23		40	
03:15			0		0		0		15:15			25		28		53	
03:30			0		3		3		15:30			41		19		60	
03:45			0		2	7	2	7	15:45			28	111	19	89	47	200
04:00			3		0		3		16:00			31		17		48	
04:15			0		0		0		16:15			38		27		65	
04:30			1		0		1		16:30			34		28		62	
04:45			1	5	2	2	3	7	16:45			37	140	25	97	62	237
05:00			1		0		1		17:00			44		32		76	
05:15			0		4		4		17:15			39		22		61	
05:30			1		7		8		17:30			42		20		62	
05:45			2	4	5	16	7	20	17:45			33	158	16	90	49	248
06:00			6		14		20		18:00			33		24		57	
06:15			3		16		19		18:15			30		19		49	
06:30			3		10		13		18:30			20		13		33	
06:45			13	25	17	57	30	82	18:45			20	103	11	67	31	170
07:00			15		28		43		19:00			39		19		58	
07:15			33		45		78		19:15			25		14		39	
07:30			49		35		84		19:30			15		6		21	
07:45			69	166	79	187	148	353	19:45			27	106	18	57	45	163
08:00			29		50		79		20:00			12		6		18	
08:15			16		25		41		20:15			16		6		22	
08:30			9		24		33		20:30			20		9		29	
08:45			17	71	26	125	43	196	20:45			18	66	5	26	23	92
09:00			15		18		33		21:00			16		15		31	
09:15			11		15		26		21:15			21		6		27	
09:30			20		10		30		21:30			12		7		19	
09:45			25	71	15	58	40	129	21:45			12	61	8	36	20	97
10:00			12		17		29		22:00			11		6		17	
10:15			19		11		30		22:15			7		4		11	
10:30			13		19		32		22:30			6		3		9	
10:45			14	58	14	61	28	119	22:45			6	30	5	18	11	48
11:00			19		21		40		23:00			8		4		12	
11:15			14		19		33		23:15			8		3		11	
11:30			20		19		39		23:30			2		1		3	
11:45			28	81	19	78	47	159	23:45			4	22	2	10	6	32
TOTALS				496		603		**1099**	**TOTALS**				1143		767		**1910**
SPLIT %				45.1%		54.9%		**36.5%**	**SPLIT %**				59.8%		40.2%		**63.5%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,639	1,370	3,009

AM Peak Hour			07:15	07:15	**07:15**	**PM Peak Hour**			16:45	14:15	**13:45**
AM Pk Volume			180	209	**389**	**PM Pk Volume**			162	140	**275**
Pk Hr Factor			0.652	0.661	**0.657**	**Pk Hr Factor**			0.920	0.593	**0.764**
7 - 9 Volume	0	0	237	312	**549**	**4 - 6 Volume**	0	0	298	187	**485**
7 - 9 Peak Hour			07:15	07:15	**07:15**	**4 - 6 Peak Hour**			16:45	16:15	**16:15**
7 - 9 Pk Volume	0	0	180	209	**389**	**4 - 6 Pk Volume**	0	0	162	112	**265**
Pk Hr Factor	0.000	0.000	0.652	0.661	**0.657**	**Pk Hr Factor**	0.000	0.000	0.920	0.875	**0.872**

Prepared by NDS/ATD

VOLUME

21 - California Ave Bet. Reservation Rd & Carmel Ave (36.678723, -121.786178)

Day: Thursday
Date: 6/7/2018

City: Marina
Project #: CA18_8264_021

DAILY TOTALS	NB	SB	EB	WB	Total
	1,895	2,221	0	0	4,116

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	3		5				8		12:00	42		42				84	
00:15	1		3				4		12:15	30		54				84	
00:30	2		4				6		12:30	22		40				62	
00:45	1	7	1	13			2	20	12:45	27	121	43	179			70	300
01:00	2		4				6		13:00	29		35				64	
01:15	0		8				8		13:15	33		44				77	
01:30	0		0				0		13:30	42		39				81	
01:45	1	3	1	13			2	16	13:45	21	125	39	157			60	282
02:00	0		1				1		14:00	20		31				51	
02:15	0		0				0		14:15	31		28				59	
02:30	0		0				0		14:30	22		30				52	
02:45	2	2	2	3			4	5	14:45	32	105	41	130			73	235
03:00	1		0				1		15:00	35		36				71	
03:15	1		1				2		15:15	30		29				59	
03:30	1		1				2		15:30	55		34				89	
03:45	2	5	2	4			4	9	15:45	37	157	31	130			68	287
04:00	2		1				3		16:00	30		36				66	
04:15	1		0				1		16:15	29		29				58	
04:30	1		3				4		16:30	43		45				88	
04:45	1	5	1	5			2	10	16:45	42	144	43	153			85	297
05:00	2		2				4		17:00	48		45				93	
05:15	4		3				7		17:15	49		39				88	
05:30	4		5				9		17:30	40		34				74	
05:45	5	15	8	18			13	33	17:45	42	179	35	153			77	332
06:00	11		11				22		18:00	31		47				78	
06:15	10		21				31		18:15	33		35				68	
06:30	11		26				37		18:30	32		43				75	
06:45	13	45	30	88			43	133	18:45	30	126	36	161			66	287
07:00	27		26				53		19:00	31		31				62	
07:15	19		48				67		19:15	25		23				48	
07:30	40		51				91		19:30	18		31				49	
07:45	41	127	48	173			89	300	19:45	26	100	17	102			43	202
08:00	34		41				75		20:00	19		23				42	
08:15	32		45				77		20:15	15		32				47	
08:30	25		35				60		20:30	20		24				44	
08:45	22	113	28	149			50	262	20:45	22	76	28	107			50	183
09:00	23		29				52		21:00	23		18				41	
09:15	24		23				47		21:15	11		11				22	
09:30	21		25				46		21:30	21		16				37	
09:45	27	95	26	103			53	198	21:45	13	68	10	55			23	123
10:00	29		19				48		22:00	10		14				24	
10:15	24		36				60		22:15	8		12				20	
10:30	29		22				51		22:30	6		10				16	
10:45	25	107	25	102			50	209	22:45	8	32	14	50			22	82
11:00	28		39				67		23:00	6		7				13	
11:15	32		48				80		23:15	4		6				10	
11:30	24		36				60		23:30	2		4				6	
11:45	34	118	28	151			62	269	23:45	8	20	5	22			13	42
TOTALS		642		822				**1464**	**TOTALS**		1253		1399				**2652**
SPLIT %		43.9%		56.1%				**35.6%**	**SPLIT %**		47.2%		52.8%				**64.4%**

DAILY TOTALS	NB	SB	EB	WB	Total
	1,895	2,221	0	0	4,116

AM Peak Hour	07:30	07:15					**07:30**		**PM Peak Hour**	16:30	12:00					**16:30**		
AM Pk Volume	147	188					**332**		**PM Pk Volume**	182	179					**354**		
Pk Hr Factor	0.896	0.922					**0.912**		**Pk Hr Factor**	0.929	0.829					**0.952**		
7 - 9 Volume	240	322	0	0			**562**		**4 - 6 Volume**	323	306	0	0			**629**		
7 - 9 Peak Hour	07:30	07:15					**07:30**		**4 - 6 Peak Hour**	16:30	16:30					**16:30**		
7 - 9 Pk Volume	147	188	0	0			**332**		**4 - 6 Pk Volume**	182	172	0	0			**354**		
Pk Hr Factor	0.896	0.922	0.000	0.000			**0.912**		**Pk Hr Factor**	0.929	0.956	0.000	0.000			**0.952**		

Prepared by NDS/ATD

VOLUME

22 - California Ave Bet. Carmel Ave & Reindollar Ave (36.675048, -121.788956)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_022

DAILY TOTALS	NB	SB	EB	WB	Total
	1,813	2,367	0	0	4,180

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	0		2				2		12:00	32		34				66	
00:15	0		3				3		12:15	35		46				81	
00:30	1		2				3		12:30	32		37				69	
00:45	0	1	3	10			3	11	12:45	23	122	45	162			68	284
01:00	0		0				0		13:00	24		28				52	
01:15	1		2				3		13:15	33		30				63	
01:30	0		2				2		13:30	20		42				62	
01:45	0	1	1	5			1	6	13:45	38	115	27	127			65	242
02:00	2		2				4		14:00	33		28				61	
02:15	2		2				4		14:15	49		30				79	
02:30	0		0				0		14:30	33		59				92	
02:45	1	5	1	5			2	10	14:45	30	145	36	153			66	298
03:00	0		1				1		15:00	43		46				89	
03:15	1		0				1		15:15	46		37				83	
03:30	1		0				1		15:30	52		39				91	
03:45	3	5	1	2			4	7	15:45	39	180	32	154			71	334
04:00	1		0				1		16:00	60		33				93	
04:15	0		2				2		16:15	54		29				83	
04:30	2		4				6		16:30	56		50				106	
04:45	4	7	5	11			9	18	16:45	47	217	41	153			88	370
05:00	0		4				4		17:00	68		46				114	
05:15	0		3				3		17:15	57		49				106	
05:30	4		7				11		17:30	52		42				94	
05:45	7	11	15	29			22	40	17:45	37	214	53	190			90	404
06:00	9		12				21		18:00	29		39				68	
06:15	11		28				39		18:15	37		35				72	
06:30	11		33				44		18:30	30		35				65	
06:45	13	44	44	117			57	161	18:45	29	125	18	127			47	252
07:00	14		62				76		19:00	6		22				28	
07:15	21		97				118		19:15	8		27				35	
07:30	47		106				153		19:30	7		34				41	
07:45	88	170	79	344			167	514	19:45	6	27	25	108			31	135
08:00	24		70				94		20:00	5		12				17	
08:15	24		46				70		20:15	10		17				27	
08:30	13		33				46		20:30	11		10				21	
08:45	18	79	35	184			53	263	20:45	6	32	19	58			25	90
09:00	24		30				54		21:00	4		14				18	
09:15	12		35				47		21:15	14		9				23	
09:30	21		21				42		21:30	3		11				14	
09:45	27	84	33	119			60	203	21:45	5	26	12	46			17	72
10:00	19		30				49		22:00	6		7				13	
10:15	19		24				43		22:15	3		17				20	
10:30	17		20				37		22:30	1		2				3	
10:45	11	66	25	99			36	165	22:45	1	11	8	34			9	45
11:00	31		19				50		23:00	1		2				3	
11:15	30		32				62		23:15	0		2				2	
11:30	32		29				61		23:30	3		2				5	
11:45	28	121	42	122			70	243	23:45	1	5	2	8			3	13
TOTALS		594		1047				1641	TOTALS		1219		1320				2539
SPLIT %		36.2%		63.8%				39.3%	SPLIT %		48.0%		52.0%				60.7%

DAILY TOTALS	NB	SB	EB	WB	Total
	1,813	2,367	0	0	4,180

AM Peak Hour	07:30	07:15				07:15	PM Peak Hour	16:30	17:00				16:30
AM Pk Volume	183	352				532	PM Pk Volume	228	190				414
Pk Hr Factor	0.520	0.830				0.796	Pk Hr Factor	0.838	0.896				0.908
7 - 9 Volume	249	528	0	0		777	4 - 6 Volume	431	343	0	0		774
7 - 9 Peak Hour	07:30	07:15				07:15	4 - 6 Peak Hour	16:30	17:00				16:30
7 - 9 Pk Volume	183	352	0	0		532	4 - 6 Pk Volume	228	190	0	0		414
Pk Hr Factor	0.520	0.830	0.000	0.000		0.796	Pk Hr Factor	0.838	0.896	0.000	0.000		0.908

Prepared by NDS/ATD

VOLUME

23 - California Ave Bet. Reindollar Ave & Imjin Pkwy

Day: Tuesday
Date: 6/26/2018

City: Marina
Project #: CA18_8264_023

DAILY TOTALS	NB	SB	EB	WB	Total
	2,868	3,173	0	0	6,041

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	2		1				3		12:00	52		34				86	
00:15	5		1				6		12:15	46		63				109	
00:30	7		3				10		12:30	36		44				80	
00:45	2	16	3	8			5	24	12:45	39	173	49	190			88	363
01:00	2		4				6		13:00	40		56				96	
01:15	4		1				5		13:15	52		32				84	
01:30	3		3				6		13:30	34		60				94	
01:45	2	11	1	9			3	20	13:45	37	163	45	193			82	356
02:00	1		3				4		14:00	35		52				87	
02:15	0		3				3		14:15	38		44				82	
02:30	1		3				4		14:30	42		42				84	
02:45	3	5	1	10			4	15	14:45	50	165	29	167			79	332
03:00	0		2				2		15:00	27		43				70	
03:15	2		3				5		15:15	56		43				99	
03:30	3		1				4		15:30	84		40				124	
03:45	2	7	4	10			6	17	15:45	69	236	40	166			109	402
04:00	0		2				2		16:00	73		34				107	
04:15	1		3				4		16:15	69		48				117	
04:30	1		10				11		16:30	77		58				135	
04:45	1	3	11	26			12	29	16:45	96	315	41	181			137	496
05:00	4		8				12		17:00	66		53				119	
05:15	2		14				16		17:15	85		46				131	
05:30	3		13				16		17:30	76		45				121	
05:45	2	11	20	55			22	66	17:45	79	306	48	192			127	498
06:00	7		41				48		18:00	76		38				114	
06:15	6		32				38		18:15	56		39				95	
06:30	8		65				73		18:30	77		38				115	
06:45	7	28	71	209			78	237	18:45	47	256	56	171			103	427
07:00	10		74				84		19:00	53		37				90	
07:15	19		102				121		19:15	53		35				88	
07:30	14		107				121		19:30	45		27				72	
07:45	26	69	99	382			125	451	19:45	34	185	34	133			68	318
08:00	30		83				113		20:00	38		16				54	
08:15	24		75				99		20:15	40		36				76	
08:30	24		70				94		20:30	35		21				56	
08:45	22	100	60	288			82	388	20:45	42	155	13	86			55	241
09:00	22		54				76		21:00	48		19				67	
09:15	19		56				75		21:15	30		14				44	
09:30	21		62				83		21:30	37		17				54	
09:45	24	86	46	218			70	304	21:45	24	139	18	68			42	207
10:00	29		46				75		22:00	28		17				45	
10:15	47		36				83		22:15	32		15				47	
10:30	29		55				84		22:30	20		15				35	
10:45	34	139	42	179			76	318	22:45	11	91	6	53			17	144
11:00	39		41				80		23:00	9		2				11	
11:15	33		40				73		23:15	19		8				27	
11:30	42		37				79		23:30	10		8				18	
11:45	37	151	41	159			78	310	23:45	20	58	2	20			22	78
TOTALS		626		1553				**2179**	**TOTALS**		2242		1620				**3862**
SPLIT %		28.7%		71.3%				**36.1%**	**SPLIT %**		58.1%		41.9%				**63.9%**

DAILY TOTALS	NB	SB	EB	WB	Total
	2,868	3,173	0	0	6,041

AM Peak Hour	11:30	07:15				**07:15**	**PM Peak Hour**	16:30	12:15				**16:30**
AM Pk Volume	177	391				**480**	**PM Pk Volume**	324	212				**522**
Pk Hr Factor	0.851	0.914				**0.960**	**Pk Hr Factor**	0.844	0.841				**0.953**
7 - 9 Volume	169	670	0	0		**839**	**4 - 6 Volume**	621	373	0	0		**994**
7 - 9 Peak Hour	07:45	07:15				**07:15**	**4 - 6 Peak Hour**	16:30	16:15				**16:30**
7 - 9 Pk Volume	104	391	0	0		**480**	**4 - 6 Pk Volume**	324	200	0	0		**522**
Pk Hr Factor	0.867	0.914	0.000	0.000		**0.960**	**Pk Hr Factor**	0.844	0.862	0.000	0.000		**0.953**

Prepared by NDS/ATD

VOLUME

24 - California Dr Bet. Imjin Pkwy & 8th St (36.665131, -121.798043)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_024

DAILY TOTALS	NB	SB	EB	WB	Total
	315	344	0	0	659

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	2		1						3		12:00	2		2						4	
00:15	3		2						5		12:15	7		3						10	
00:30	2		3						5		12:30	7		4						11	
00:45	2	9	0	6					2	15	12:45	2	18	5	14					7	32
01:00	0		4						4		13:00	2		4						6	
01:15	3		0						3		13:15	4		3						7	
01:30	1		1						2		13:30	3		3						6	
01:45	3	7	4	9					7	16	13:45	2	11	5	15					7	26
02:00	2		2						4		14:00	5		2						7	
02:15	3		1						4		14:15	6		2						8	
02:30	2		2						4		14:30	1		4						5	
02:45	3	10	3	8					6	18	14:45	2	14	1	9					3	23
03:00	0		2						2		15:00	2		3						5	
03:15	1		1						2		15:15	3		7						10	
03:30	1		2						3		15:30	8		8						16	
03:45	3	5	2	7					5	12	15:45	5	18	8	26					13	44
04:00	3		2						5		16:00	16		4						20	
04:15	0		3						3		16:15	6		2						8	
04:30	2		3						5		16:30	7		3						10	
04:45	0	5	3	11					3	16	16:45	2	31	1	10					3	41
05:00	3		0						3		17:00	8		9						17	
05:15	0		0						0		17:15	2		5						7	
05:30	0		3						3		17:30	9		2						11	
05:45	3	6	6	9					9	15	17:45	4	23	2	18					6	41
06:00	4		3						7		18:00	2		5						7	
06:15	2		6						8		18:15	2		2						4	
06:30	3		6						9		18:30	6		3						9	
06:45	3	12	5	20					8	32	18:45	3	13	2	12					5	25
07:00	15		7						22		19:00	4		4						8	
07:15	5		15						20		19:15	8		4						12	
07:30	7		21						28		19:30	5		3						8	
07:45	5	32	21	64					26	96	19:45	1	18	2	13					3	31
08:00	2		10						12		20:00	5		3						8	
08:15	3		2						5		20:15	3		2						5	
08:30	1		3						4		20:30	4		5						9	
08:45	3	9	6	21					9	30	20:45	3	15	3	13					6	28
09:00	2		3						5		21:00	3		1						4	
09:15	1		2						3		21:15	3		5						8	
09:30	5		5						10		21:30	2		3						5	
09:45	1	9	2	12					3	21	21:45	5	13	4	13					9	26
10:00	3		1						4		22:00	3		2						5	
10:15	5		4						9		22:15	0		1						1	
10:30	3		1						4		22:30	3		2						5	
10:45	1	12	5	11					6	23	22:45	3	9	2	7					5	16
11:00	2		1						3		23:00	2		1						3	
11:15	1		3						4		23:15	1		2						3	
11:30	2		5						7		23:30	3		1						4	
11:45	4	9	1	10					5	19	23:45	1	7	2	6					3	13
TOTALS		125		188						313	TOTALS		190		156						346
SPLIT %		39.9%		60.1%						47.5%	SPLIT %		54.9%		45.1%						52.5%

DAILY TOTALS	NB	SB	EB	WB	Total
	315	344	0	0	659

AM Peak Hour	07:00	07:15			07:00	PM Peak Hour	15:30	15:15			15:15
AM Pk Volume	32	67			96	PM Pk Volume	35	27			59
Pk Hr Factor	0.533	0.798			0.857	Pk Hr Factor	0.547	0.844			0.738
7 - 9 Volume	41	85	0	0	126	4 - 6 Volume	54	28	0	0	82
7 - 9 Peak Hour	07:00	07:15			07:00	4 - 6 Peak Hour	16:00	16:30			16:00
7 - 9 Pk Volume	32	67	0	0	96	4 - 6 Pk Volume	31	18	0	0	41
Pk Hr Factor	0.533	0.798	0.000	0.000	0.857	Pk Hr Factor	0.484	0.500	0.000	0.000	0.513

Prepared by NDS/ATD

VOLUME

25 - Reindollar Ave Bet. Del Monte Blvd & California Ave (36.675646, -121.792872)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_025

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,124	1,222	2,346

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			2		1		3		12:00			10		15		25	
00:15			3		1		4		12:15			13		11		24	
00:30			2		4		6		12:30			10		14		24	
00:45			0	7	1	7	1	14	12:45			14	47	24	64	38	111
01:00			0		1		1		13:00			13		15		28	
01:15			3		1		4		13:15			9		12		21	
01:30			0		2		2		13:30			8		21		29	
01:45			1	4	1	5	2	9	13:45			16	46	11	59	27	105
02:00			1		1		2		14:00			12		19		31	
02:15			2		0		2		14:15			18		18		36	
02:30			2		1		3		14:30			21		21		42	
02:45			3	8	1	3	4	11	14:45			23	74	21	79	44	153
03:00			1		2		3		15:00			22		21		43	
03:15			1		2		3		15:15			17		17		34	
03:30			0		3		3		15:30			21		18		39	
03:45			2	4	2	9	4	13	15:45			29	89	28	84	57	173
04:00			1		2		3		16:00			19		18		37	
04:15			3		7		10		16:15			27		18		45	
04:30			1		8		9		16:30			25		15		40	
04:45			2	7	8	25	10	32	16:45			23	94	16	67	39	161
05:00			5		10		15		17:00			16		17		33	
05:15			2		6		8		17:15			36		21		57	
05:30			4		12		16		17:30			23		21		44	
05:45			5	16	16	44	21	60	17:45			22	97	21	80	43	177
06:00			4		8		12		18:00			17		20		37	
06:15			3		15		18		18:15			17		13		30	
06:30			3		20		23		18:30			14		15		29	
06:45			5	15	22	65	27	80	18:45			7	55	12	60	19	115
07:00			10		26		36		19:00			23		10		33	
07:15			25		24		49		19:15			14		17		31	
07:30			38		30		68		19:30			22		26		48	
07:45			45	118	39	119	84	237	19:45			24	83	23	76	47	159
08:00			19		37		56		20:00			17		15		32	
08:15			21		26		47		20:15			12		15		27	
08:30			13		22		35		20:30			24		10		34	
08:45			16	69	16	101	32	170	20:45			16	69	15	55	31	124
09:00			10		13		23		21:00			14		11		25	
09:15			9		11		20		21:15			17		11		28	
09:30			9		13		22		21:30			14		11		25	
09:45			8	36	16	53	24	89	21:45			13	58	5	38	18	96
10:00			8		15		23		22:00			10		8		18	
10:15			10		12		22		22:15			5		12		17	
10:30			11		10		21		22:30			4		2		6	
10:45			9	38	15	52	24	90	22:45			5	24	7	29	12	53
11:00			14		10		24		23:00			9		1		10	
11:15			10		9		19		23:15			3		2		5	
11:30			11		7		18		23:30			5		3		8	
11:45			9	44	13	39	22	83	23:45			5	22	3	9	8	31
TOTALS				366		522		**888**	**TOTALS**				758		700		**1458**
SPLIT %				41.2%		58.8%		**37.9%**	**SPLIT %**				52.0%		48.0%		**62.1%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,124	1,222	2,346

AM Peak Hour			07:15	07:30	**07:15**	**PM Peak Hour**			15:45	15:00	**17:15**
AM Pk Volume			127	132	**257**	**PM Pk Volume**			100	84	**181**
Pk Hr Factor			0.706	0.846	**0.765**	**Pk Hr Factor**			0.862	0.750	**0.794**
7 - 9 Volume	0	0	187	220	**407**	**4 - 6 Volume**	0	0	191	147	**338**
7 - 9 Peak Hour			07:15	07:30	**07:15**	**4 - 6 Peak Hour**			16:30	17:00	**17:00**
7 - 9 Pk Volume	0	0	127	132	**257**	**4 - 6 Pk Volume**	0	0	100	80	**177**
Pk Hr Factor	0.000	0.000	0.706	0.846	**0.765**	**Pk Hr Factor**	0.000	0.000	0.694	0.952	**0.776**

Prepared by NDS/ATD

VOLUME

26 - Reindollar Ave Bet. California Ave & Carmel Ave (36.673436, -121.787956)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_026

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,186	1,365	2,551

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			0		0		0		12:00			19		14		33	
00:15			3		0		3		12:15			13		18		31	
00:30			2		0		2		12:30			24		18		42	
00:45			0	5	0		0	5	12:45			19	75	30	80	49	155
01:00			0		1		1		13:00			21		17		38	
01:15			2		0		2		13:15			20		16		36	
01:30			0		0		0		13:30			19		15		34	
01:45			2	4	1	2	3	6	13:45			14	74	12	60	26	134
02:00			0		1		1		14:00			19		22		41	
02:15			1		0		1		14:15			15		20		35	
02:30			0		2		2		14:30			18		27		45	
02:45			2	3	0	3	2	6	14:45			20	72	20	89	40	161
03:00			1		2		3		15:00			29		19		48	
03:15			2		1		3		15:15			31		18		49	
03:30			0		2		2		15:30			21		23		44	
03:45			0	3	2	7	2	10	15:45			22	103	18	78	40	181
04:00			1		3		4		16:00			32		25		57	
04:15			0		3		3		16:15			34		22		56	
04:30			0		2		2		16:30			44		19		63	
04:45			1	2	4	12	5	14	16:45			34	144	13	79	47	223
05:00			0		6		6		17:00			33		10		43	
05:15			0		5		5		17:15			55		26		81	
05:30			1		4		5		17:30			27		20		47	
05:45			2	3	13	28	15	31	17:45			32	147	24	80	56	227
06:00			2		9		11		18:00			32		14		46	
06:15			6		13		19		18:15			22		10		32	
06:30			2		20		22		18:30			31		18		49	
06:45			3	13	37	79	40	92	18:45			14	99	15	57	29	156
07:00			4		54		58		19:00			13		13		26	
07:15			16		56		72		19:15			15		10		25	
07:30			18		72		90		19:30			20		15		35	
07:45			17	55	55	237	72	292	19:45			26	74	14	52	40	126
08:00			14		37		51		20:00			8		11		19	
08:15			14		30		44		20:15			8		13		21	
08:30			21		39		60		20:30			12		5		17	
08:45			10	59	29	135	39	194	20:45			8	36	10	39	18	75
09:00			10		20		30		21:00			10		3		13	
09:15			15		22		37		21:15			6		6		12	
09:30			11		18		29		21:30			8		4		12	
09:45			14	50	20	80	34	130	21:45			10	34	3	16	13	50
10:00			12		19		31		22:00			6		8		14	
10:15			9		16		25		22:15			8		2		10	
10:30			8		12		20		22:30			3		1		4	
10:45			15	44	17	64	32	108	22:45			7	24	5	16	12	40
11:00			10		17		27		23:00			7		2		9	
11:15			11		17		28		23:15			3		1		4	
11:30			15		24		39		23:30			1		1		2	
11:45			13	49	10	68	23	117	23:45			3	14	0	4	3	18
TOTALS				290		715		**1005**	**TOTALS**				896		650		**1546**
SPLIT %				28.9%		71.1%		**39.4%**	**SPLIT %**				58.0%		42.0%		**60.6%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,186	1,365	2,551

AM Peak Hour			11:45	07:00	**07:00**			**PM Peak Hour**			16:30	14:00	**16:30**			
AM Pk Volume			69	237	**292**			**PM Pk Volume**			166	89	**234**			
Pk Hr Factor			0.719	0.823	**0.811**			**Pk Hr Factor**			0.755	0.824	**0.722**			
7 - 9 Volume	0	0	114	372	**486**			**4 - 6 Volume**	0	0	291	159	**450**			
7 - 9 Peak Hour			07:45	07:00	**07:00**			**4 - 6 Peak Hour**			16:30	17:00	**16:30**			
7 - 9 Pk Volume	0	0	66	237	**292**			**4 - 6 Pk Volume**	0	0	166	80	**234**			
Pk Hr Factor	0.000	0.000	0.786	0.823	**0.811**			**Pk Hr Factor**	0.000	0.000	0.755	0.769	**0.722**			

Prepared by NDS/ATD

VOLUME

27 - Carmel Ave Bet. Del Monte Blvd & California Ave (36.681004, -121.794919)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_027

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,351	2,423	4,774

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			6		2		8		12:00			39		28		67	
00:15			1		4		5		12:15	0		29		25		54	
00:30			2		0		2		12:30			28		42		70	
00:45			4	13	0	6	4	19	12:45			39	135	38	133	77	268
01:00			2		3		5		13:00			34		32		66	
01:15			3		1		4		13:15			26		29		55	
01:30			0		2		2		13:30			31		30		61	
01:45			1	6	1	7	2	13	13:45			33	124	29	120	62	244
02:00			2		0		2		14:00			39		26		65	
02:15			1		3		4		14:15			50		26		76	
02:30			0		2		2		14:30			37		84		121	
02:45			1	4	0	5	1	9	14:45			40	166	31	167	71	333
03:00			0		2		2		15:00			37		35		72	
03:15			2		2		4		15:15			40		37		77	
03:30			2		0		2		15:30			41		39		80	
03:45			0	4	4	8	4	12	15:45			79	197	68	179	147	376
04:00			0		1		1		16:00			49		39		88	
04:15			2		1		3		16:15			50		46		96	
04:30			2		6		8		16:30			53		50		103	
04:45			2	6	6	14	8	20	16:45			46	198	43	178	89	376
05:00			4		7		11		17:00			57		49		106	
05:15			3		10		13		17:15			51		44		95	
05:30			3		10		13		17:30			63		48		111	
05:45			6	16	14	41	20	57	17:45			47	218	49	190	96	408
06:00			9		14		23		18:00			50		37		87	
06:15			11		15		26		18:15			49		40		89	
06:30			12		21		33		18:30			44		33		77	
06:45			16	48	40	90	56	138	18:45			35	178	35	145	70	323
07:00			26		39		65		19:00			34		30		64	
07:15			33		60		93		19:15			36		31		67	
07:30			46		59		105		19:30			29		30		59	
07:45			74	179	62	220	136	399	19:45			34	133	23	114	57	247
08:00			30		84		114		20:00			33		26		59	
08:15			26		56		82		20:15			31		23		54	
08:30			30		45		75		20:30			25		17		42	
08:45			21	107	31	216	52	323	20:45			29	118	22	88	51	206
09:00			25		32		57		21:00			22		9		31	
09:15			20		31		51		21:15			27		17		44	
09:30			16		35		51		21:30			26		18		44	
09:45			24	85	42	140	66	225	21:45			22	97	11	55	33	152
10:00			24		34		58		22:00			16		16		32	
10:15			25		31		56		22:15			22		8		30	
10:30			23		28		51		22:30			14		11		25	
10:45			19	91	32	125	51	216	22:45			13	65	10	45	23	110
11:00			29		35		64		23:00			16		4		20	
11:15			27		33		60		23:15			16		10		26	
11:30			25		27		52		23:30			16		4		20	
11:45			23	104	21	116	44	220	23:45			11	59	3	21	14	80
TOTALS				663		988		**1651**	**TOTALS**				1688		1435		**3123**
SPLIT %				40.2%		59.8%		**34.6%**	**SPLIT %**				54.1%		45.9%		**65.4%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,351	2,423	4,774

AM Peak Hour			07:15	07:15	**07:15**	**PM Peak Hour**			15:45	15:45	**15:45**
AM Pk Volume			183	265	**448**	**PM Pk Volume**			231	203	**434**
Pk Hr Factor			0.618	0.789	**0.824**	**Pk Hr Factor**			0.731	0.746	**0.738**
7 - 9 Volume	0	0	286	436	**722**	**4 - 6 Volume**	0	0	416	368	**784**
7 - 9 Peak Hour			07:15	07:15	**07:15**	**4 - 6 Peak Hour**			17:00	17:00	**17:00**
7 - 9 Pk Volume	0	0	183	265	**448**	**4 - 6 Pk Volume**	0	0	218	190	**408**
Pk Hr Factor	0.000	0.000	0.618	0.789	**0.824**	**Pk Hr Factor**	0.000	0.000	0.865	0.969	**0.919**

Prepared by NDS/ATD

VOLUME

28 - Carmel Ave Bet. California Ave & Salinas Ave (36.674994, -121.783227)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_028

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	452	418	870

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			0		0		0		12:00			8		6		14	
00:15			0		0		0		12:15			4		7		11	
00:30			0		0		0		12:30			4		9		13	
00:45			0		1	1	1	1	12:45			16	32	5	27	21	59
01:00			0		0		0		13:00			4		3		7	
01:15			0		0		0		13:15			4		4		8	
01:30			0		0		0		13:30			3		5		8	
01:45			1	1	0		1	1	13:45			6	17	4	16	10	33
02:00			0		0		0		14:00			5		12		17	
02:15			0		0		0		14:15			15		12		27	
02:30			0		0		0		14:30			35		11		46	
02:45			0		0		0		14:45			6	61	4	39	10	100
03:00			0		0		0		15:00			5		2		7	
03:15			0		0		0		15:15			6		9		15	
03:30			0		0		0		15:30			8		5		13	
03:45			1	1	0		1	1	15:45			17	36	12	28	29	64
04:00			0		1		1		16:00			7		8		15	
04:15			0		0		0		16:15			8		9		17	
04:30			0		0		0		16:30			6		6		12	
04:45			0		0	1	0	1	16:45			6	27	11	34	17	61
05:00			0		0		0		17:00			15		11		26	
05:15			0		1		1		17:15			18		10		28	
05:30			1		0		1		17:30			9		7		16	
05:45			0	1	1	2	1	3	17:45			13	55	8	36	21	91
06:00			1		1		2		18:00			14		7		21	
06:15			0		4		4		18:15			5		7		12	
06:30			0		1		1		18:30			3		6		9	
06:45			1	2	3	9	4	11	18:45			6	28	5	25	11	53
07:00			3		3		6		19:00			7		3		10	
07:15			8		14		22		19:15			5		9		14	
07:30			21		11		32		19:30			9		5		14	
07:45			33	65	27	55	60	120	19:45			3	24	13	30	16	54
08:00			22		8		30		20:00			3		5		8	
08:15			3		7		10		20:15			1		4		5	
08:30			7		4		11		20:30			6		3		9	
08:45			2	34	0	19	2	53	20:45			4	14	2	14	6	28
09:00			1		5		6		21:00			4		5		9	
09:15			1		2		3		21:15			2		4		6	
09:30			2		8		10		21:30			2		2		4	
09:45			7	11	5	20	12	31	21:45			4	12	4	15	8	27
10:00			4		3		7		22:00			4		2		6	
10:15			2		6		8		22:15			0		3		3	
10:30			1		5		6		22:30			0		0		0	
10:45			2	9	2	16	4	25	22:45			2	6	1	6	3	12
11:00			4		6		10		23:00			0		1		1	
11:15			3		5		8		23:15			4		1		5	
11:30			2		2		4		23:30			1		1		2	
11:45			1	10	9	22	10	32	23:45			1	6	0	3	1	9
TOTALS				134		145		**279**	**TOTALS**				318		273		**591**
SPLIT %				48.0%		52.0%		**32.1%**	**SPLIT %**				53.8%		46.2%		**67.9%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	452	418	870

AM Peak Hour				07:15		07:15		**07:15**	**PM Peak Hour**				13:45		13:45	**13:45**
AM Pk Volume				84		60		**144**	**PM Pk Volume**				61		39	**100**
Pk Hr Factor				0.636		0.556		**0.600**	**Pk Hr Factor**				0.436		0.813	**0.543**
7 - 9 Volume	0	0		99		74		**173**	**4 - 6 Volume**	0	0		82		70	**152**
7 - 9 Peak Hour				07:15		07:15		**07:15**	**4 - 6 Peak Hour**				17:00		16:45	**17:00**
7 - 9 Pk Volume	0	0		84		60		**144**	**4 - 6 Pk Volume**	0	0		55		39	**91**
Pk Hr Factor	0.000	0.000		0.636		0.556		**0.600**	**Pk Hr Factor**	0.000	0.000		0.764		0.886	**0.813**

Prepared by NDS/ATD

VOLUME

29 - Salinas Ave Bet. Carmel Ave & Reservation Rd (36.675705, -121.779582)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_029

DAILY TOTALS	NB	SB	EB	WB	Total
	160	143	0	0	303

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	1		0						1		12:00	2		2						4	
00:15	0		0						0		12:15	0		2						2	
00:30	0		0						0		12:30	1		1						2	
00:45	0	1	0						0	1	12:45	2	5	3	8					5	13
01:00	0		0						0		13:00	2		2						4	
01:15	0		0						0		13:15	2		1						3	
01:30	0		0						0		13:30	4		3						7	
01:45	0		0						0		13:45	2	10	2	8					4	18
02:00	0		0						0		14:00	5		1						6	
02:15	0		0						0		14:15	3		2						5	
02:30	0		0						0		14:30	6		1						7	
02:45	1	1	0						1	1	14:45	1	15	2	6					3	21
03:00	0		0						0		15:00	1		1						2	
03:15	0		0						0		15:15	3		3						6	
03:30	0		0						0		15:30	4		4						8	
03:45	1	1	0						1	1	15:45	5	13	2	10					7	23
04:00	2		1						3		16:00	8		3						11	
04:15	0		0						0		16:15	3		1						4	
04:30	0		0						0		16:30	2		2						4	
04:45	0	2	0	1					0	3	16:45	3	16	1	7					4	23
05:00	0		0						0		17:00	9		4						13	
05:15	0		0						0		17:15	4		5						9	
05:30	0		0						0		17:30	3		4						7	
05:45	0		0						0		17:45	5	21	6	19					11	40
06:00	0		0						0		18:00	6		3						9	
06:15	0		1						1		18:15	0		0						0	
06:30	0		1						1		18:30	1		2						3	
06:45	0		2	4					2	4	18:45	0	7	3	8					3	15
07:00	1		4						5		19:00	0		2						2	
07:15	5		7						12		19:15	5		5						10	
07:30	4		5						9		19:30	1		5						6	
07:45	10	20	4	20					14	40	19:45	2	8	2	14					4	22
08:00	4		0						4		20:00	0		0						0	
08:15	1		3						4		20:15	1		1						2	
08:30	5		3						8		20:30	2		1						3	
08:45	0	10	0	6					0	16	20:45	0	3	3	5					3	8
09:00	1		2						3		21:00	0		1						1	
09:15	4		2						6		21:15	2		2						4	
09:30	1		1						2		21:30	1		0						1	
09:45	1	7	1	6					2	13	21:45	1	4	2	5					3	9
10:00	0		3						3		22:00	3		0						3	
10:15	0		1						1		22:15	0		0						0	
10:30	1		2						3		22:30	0		1						1	
10:45	2	3	3	9					5	12	22:45	1	4	0	1					1	5
11:00	2		3						5		23:00	0		0						0	
11:15	3		2						5		23:15	1		1						2	
11:30	0		0						0		23:30	1		0						1	
11:45	1	6	0	5					1	11	23:45	1	3	0	1					1	4
TOTALS		51		51						102	TOTALS		109		92						201
SPLIT %		50.0%		50.0%						33.7%	SPLIT %		54.2%		45.8%						66.3%

DAILY TOTALS	NB	SB	EB	WB	Total
	160	143	0	0	303

AM Peak Hour	07:15	07:00			07:00	PM Peak Hour	17:00	17:00			17:00
AM Pk Volume	23	20			40	PM Pk Volume	21	19			40
Pk Hr Factor	0.575	0.714			0.714	Pk Hr Factor	0.583	0.792			0.769
7 - 9 Volume	30	26	0	0	56	4 - 6 Volume	37	26	0	0	63
7 - 9 Peak Hour	07:15	07:00			07:00	4 - 6 Peak Hour	17:00	17:00			17:00
7 - 9 Pk Volume	23	20	0	0	40	4 - 6 Pk Volume	21	19	0	0	40
Pk Hr Factor	0.575	0.714	0.000	0.000	0.714	Pk Hr Factor	0.583	0.792	0.000	0.000	0.769

Prepared by NDS/ATD

VOLUME

30 - Paul Davis Dr Bet. Healy Ave & Marina Greens Dr (36.699491, -121.794309)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_030

DAILY TOTALS	NB	SB	EB	WB	Total
	317	395	0	0	712

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	0		0						0		12:00	3		4						7	
00:15	0		0						0		12:15	3		6						9	
00:30	0		0						0		12:30	7		8						15	
00:45	1	1	0						1	1	12:45	3	16	3	21					6	37
01:00	1		0						1		13:00	7		8						15	
01:15	1		1						2		13:15	7		11						18	
01:30	0		0						0		13:30	6		8						14	
01:45	0	2	0	1					0	3	13:45	3	23	8	35					11	58
02:00	0		1						1		14:00	4		6						10	
02:15	0		0						0		14:15	2		2						4	
02:30	1		1						2		14:30	5		6						11	
02:45	1	2	2	4					3	6	14:45	5	16	5	19					10	35
03:00	2		0						2		15:00	2		5						7	
03:15	0		0						0		15:15	4		7						11	
03:30	0		0						0		15:30	10		4						14	
03:45	2	4	0						2	4	15:45	9	25	5	21					14	46
04:00	0		1						1		16:00	9		7						16	
04:15	1		0						1		16:15	7		11						18	
04:30	2		1						3		16:30	8		7						15	
04:45	0	3	0	2					0	5	16:45	9	33	9	34					18	67
05:00	1		1						2		17:00	9		9						18	
05:15	3		3						6		17:15	4		5						9	
05:30	1		1						2		17:30	4		7						11	
05:45	3	8	2	7					5	15	17:45	11	28	8	29					19	57
06:00	5		4						9		18:00	1		4						5	
06:15	3		9						12		18:15	6		4						10	
06:30	3		12						15		18:30	3		12						15	
06:45	8	19	24	49					32	68	18:45	2	12	12	32					14	44
07:00	6		5						11		19:00	5		6						11	
07:15	2		5						7		19:15	4		4						8	
07:30	8		5						13		19:30	2		5						7	
07:45	6	22	5	20					11	42	19:45	3	14	3	18					6	32
08:00	2		5						7		20:00	1		3						4	
08:15	2		5						7		20:15	1		2						3	
08:30	6		6						12		20:30	3		0						3	
08:45	4	14	5	21					9	35	20:45	6	11	6	11					12	22
09:00	2		3						5		21:00	4		2						6	
09:15	3		4						7		21:15	2		1						3	
09:30	2		5						7		21:30	1		3						4	
09:45	6	13	4	16					10	29	21:45	1	8	1	7					2	15
10:00	5		8						13		22:00	3		0						3	
10:15	5		4						9		22:15	0		1						1	
10:30	4		3						7		22:30	0		1						1	
10:45	1	15	3	18					4	33	22:45	0	3	1	3					1	6
11:00	6		7						13		23:00	1		0						1	
11:15	6		4						10		23:15	0		1						1	
11:30	5		5						10		23:30	1		0						1	
11:45	6	23	10	26					16	49	23:45	0	2	0	1					0	3
TOTALS		126		164						290	TOTALS		191		231						422
SPLIT %		43.4%		56.6%						40.7%	SPLIT %		45.3%		54.7%						59.3%

DAILY TOTALS	NB	SB	EB	WB	Total
	317	395	0	0	712

AM Peak Hour	06:45	06:15			06:15	PM Peak Hour	15:30	16:15			16:15
AM Pk Volume	24	50			70	PM Pk Volume	35	36			69
Pk Hr Factor	0.750	0.521			0.547	Pk Hr Factor	0.875	0.818			0.958
7 - 9 Volume	36	41	0	0	77	4 - 6 Volume	61	63	0	0	124
7 - 9 Peak Hour	07:00	07:45			07:00	4 - 6 Peak Hour	16:00	16:15			16:15
7 - 9 Pk Volume	22	21	0	0	42	4 - 6 Pk Volume	33	36	0	0	69
Pk Hr Factor	0.688	0.875	0.000	0.000	0.808	Pk Hr Factor	0.917	0.818	0.000	0.000	0.958

Prepared by NDS/ATD

VOLUME

31 - Patton Pkwy Bet. Marina High School & California Ave (36.673387, -121.795202)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_031

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	279	379	658

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			0		0		0		12:00			2		1		3	
00:15			0		0		0		12:15			2		1		3	
00:30			0		0		0		12:30			3		2		5	
00:45			0		0		0		12:45			5	12	1	5	6	17
01:00			0		0		0		13:00			5		4		9	
01:15			0		1		1		13:15			3		2		5	
01:30			0		0		0		13:30			6		1		7	
01:45			0		0	1	0	1	13:45			5	19	1	8	6	27
02:00			0		1		1		14:00			1		2		3	
02:15			0		0		0		14:15			1		2		3	
02:30			0		1		1		14:30			6		6		12	
02:45			0		0	2	0	2	14:45			1	9	11	21	12	30
03:00			0		0		0		15:00			36		14		50	
03:15			0		0		0		15:15			7		5		12	
03:30			0		0		0		15:30			3		1		4	
03:45			0		2	2	2	2	15:45			3	49	7	27	10	76
04:00			0		1		1		16:00			11		7		18	
04:15			0		0		0		16:15			1		4		5	
04:30			0		0		0		16:30			5		1		6	
04:45			1	1	1	2	2	3	16:45			1	18	3	15	4	33
05:00			0		0		0		17:00			6		5		11	
05:15			0		2		2		17:15			3		3		6	
05:30			0		4		4		17:30			2		2		4	
05:45			0		14	20	14	20	17:45			0	11	3	13	3	24
06:00			1		0		1		18:00			3		2		5	
06:15			1		0		1		18:15			7		6		13	
06:30			2		5		7		18:30			1		5		6	
06:45			1	5	5	10	6	15	18:45			1	12	6	19	7	31
07:00			2		4		6		19:00			0		18		18	
07:15			11		16		27		19:15			5		17		22	
07:30			16		56		72		19:30			2		12		14	
07:45			45	74	19	95	64	169	19:45			3	10	6	53	9	63
08:00			4		4		8		20:00			0		4		4	
08:15			3		6		9		20:15			1		3		4	
08:30			2		1		3		20:30			5		6		11	
08:45			3	12	0	11	3	23	20:45			0	6	7	20	7	26
09:00			2		1		3		21:00			1		3		4	
09:15			2		2		4		21:15			1		5		6	
09:30			2		3		5		21:30			0		1		1	
09:45			3	9	4	10	7	19	21:45			1	3	3	12	4	15
10:00			4		3		7		22:00			2		2		4	
10:15			3		3		6		22:15			0		4		4	
10:30			4		2		6		22:30			0		0		0	
10:45			4	15	4	12	8	27	22:45			2	4	2	8	4	12
11:00			2		1		3		23:00			0		0		0	
11:15			5		4		9		23:15			1		1		2	
11:30			1		4		5		23:30			0		0		0	
11:45			1	9	3	12	4	21	23:45			0	1	0	1	0	2
TOTALS				125		177		**302**	**TOTALS**				154		202		**356**
SPLIT %				41.4%		58.6%		**45.9%**	**SPLIT %**				43.3%		56.7%		**54.1%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	279	379	658

AM Peak Hour				07:15		07:00		**07:15**	**PM Peak Hour**				14:30		18:45		**14:30**
AM Pk Volume				76		95		**171**	**PM Pk Volume**				50		53		**86**
Pk Hr Factor				0.422		0.424		**0.594**	**Pk Hr Factor**				0.347		0.736		**0.430**
7 - 9 Volume	0	0		86		106		**192**	**4 - 6 Volume**	0	0		29		28		**57**
7 - 9 Peak Hour				07:15		07:00		**07:15**	**4 - 6 Peak Hour**				16:00		16:00		**16:00**
7 - 9 Pk Volume	0	0		76		95		**171**	**4 - 6 Pk Volume**	0	0		18		15		**33**
Pk Hr Factor	0.000	0.000		0.422		0.424		**0.594**	**Pk Hr Factor**	0.000	0.000		0.409		0.536		**0.458**

Prepared by NDS/ATD

VOLUME

32 - Crescent St Bet. Patton Pkwy & Reindollar Ave (36.675808, -121.798162)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_032

DAILY TOTALS	NB	SB	EB	WB	Total
	648	518	0	0	1,166

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	0		0						0		12:00	5		6						11	
00:15	0		0						0		12:15	7		6						13	
00:30	0		0						0		12:30	3		7						10	
00:45	1	1	0						1	1	12:45	7	22	7	26					14	48
01:00	0		0						0		13:00	15		11						26	
01:15	1		0						1		13:15	10		6						16	
01:30	0		0						0		13:30	4		6						10	
01:45	0	1	0						0	1	13:45	6	35	4	27					10	62
02:00	0		0						0		14:00	6		3						9	
02:15	0		0						0		14:15	6		4						10	
02:30	2		0						2		14:30	4		14						18	
02:45	0	2	0						0	2	14:45	7	23	24	45					31	68
03:00	0		0						0		15:00	63		25						88	
03:15	0		0						0		15:15	13		9						22	
03:30	0		0						0		15:30	14		9						23	
03:45	2	2	0						2	2	15:45	7	97	5	48					12	145
04:00	1		0						1		16:00	13		14						27	
04:15	0		1						1		16:15	10		9						19	
04:30	0		1						1		16:30	5		6						11	
04:45	1	2	0	2					1	4	16:45	6	34	6	35					12	69
05:00	0		0						0		17:00	12		10						22	
05:15	2		0						2		17:15	8		4						12	
05:30	3		0						3		17:30	5		4						9	
05:45	12	17	1	1					13	18	17:45	4	29	5	23					9	52
06:00	1		1						2		18:00	6		9						15	
06:15	0		0						0		18:15	11		18						29	
06:30	4		3						7		18:30	13		4						17	
06:45	5	10	3	7					8	17	18:45	2	32	6	37					8	69
07:00	3		6						9		19:00	18		3						21	
07:15	18		47						65		19:15	18		3						21	
07:30	69		64						133		19:30	13		5						18	
07:45	55	145	30	147					85	292	19:45	8	57	4	15					12	72
08:00	5		13						18		20:00	7		2						9	
08:15	4		6						10		20:15	4		2						6	
08:30	3		7						10		20:30	20		4						24	
08:45	3	15	6	32					9	47	20:45	13	44	2	10					15	54
09:00	3		7						10		21:00	7		0						7	
09:15	2		1						3		21:15	6		2						8	
09:30	3		6						9		21:30	2		0						2	
09:45	3	11	6	20					9	31	21:45	4	19	3	5					7	24
10:00	4		2						6		22:00	2		1						3	
10:15	6		6						12		22:15	4		0						4	
10:30	5		2						7		22:30	0		0						0	
10:45	3	18	5	15					8	33	22:45	2	8	4	5					6	13
11:00	3		4						7		23:00	1		0						1	
11:15	5		3						8		23:15	1		1						2	
11:30	5		4						9		23:30	1		0						1	
11:45	8	21	6	17					14	38	23:45	0	3	0	1					0	4
TOTALS		245		241						486	TOTALS		403		277						680
SPLIT %		50.4%		49.6%						41.7%	SPLIT %		59.3%		40.7%						58.3%

DAILY TOTALS	NB	SB	EB	WB	Total
	648	518	0	0	1,166

AM Peak Hour	07:15	07:15			07:15	PM Peak Hour	14:45	14:30			14:45
AM Pk Volume	147	154			301	PM Pk Volume	97	72			164
Pk Hr Factor	0.533	0.602			0.566	Pk Hr Factor	0.385	0.720			0.466
7 - 9 Volume	160	179	0	0	339	4 - 6 Volume	63	58	0	0	121
7 - 9 Peak Hour	07:15	07:15			07:15	4 - 6 Peak Hour	16:00	16:00			16:00
7 - 9 Pk Volume	147	154	0	0	301	4 - 6 Pk Volume	34	35	0	0	69
Pk Hr Factor	0.533	0.602	0.000	0.000	0.566	Pk Hr Factor	0.654	0.625	0.000	0.000	0.639

Prepared by NDS/ATD

VOLUME

33 - Vaughan Ave Bet. Reindollar Ave & Carmel Ave (36.678773, -121.793837)

Day: Wednesday
Date: 5/23/2018

City: Marina
Project #: CA18_8264_033

DAILY TOTALS	NB	SB	EB	WB	Total
	546	487	0	0	1,033

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	0		0						0		12:00	2		2						4	
00:15	0		0						0		12:15	2		6						8	
00:30	2		1						3		12:30	5		3						8	
00:45	0	2	0	1					0	3	12:45	7	16	5	16					12	32
01:00	0		0						0		13:00	3		3						6	
01:15	1		0						1		13:15	5		8						13	
01:30	1		0						1		13:30	2		2						4	
01:45	0	2	0						0	2	13:45	6	16	7	20					13	36
02:00	0		0						0		14:00	13		7						20	
02:15	0		0						0		14:15	20		5						25	
02:30	0		1						1		14:30	11		18						29	
02:45	0		0	1					0	1	14:45	9	53	16	46					25	99
03:00	0		0						0		15:00	14		8						22	
03:15	0		0						0		15:15	5		11						16	
03:30	0		0						0		15:30	10		6						16	
03:45	0		0						0		15:45	21	50	7	32					28	82
04:00	0		1						1		16:00	9		10						19	
04:15	1		1						2		16:15	5		13						18	
04:30	0		0						0		16:30	6		8						14	
04:45	0	1	1	3					1	4	16:45	16	36	11	42					27	78
05:00	0		2						2		17:00	8		9						17	
05:15	2		0						2		17:15	10		8						18	
05:30	1		0						1		17:30	14		9						23	
05:45	1	4	1	3					2	7	17:45	11	43	13	39					24	82
06:00	4		0						4		18:00	12		10						22	
06:15	1		3						4		18:15	10		11						21	
06:30	2		2						4		18:30	9		6						15	
06:45	1	8	8	13					9	21	18:45	3	34	6	33					9	67
07:00	7		12						19		19:00	8		6						14	
07:15	9		15						24		19:15	6		3						9	
07:30	29		28						57		19:30	7		4						11	
07:45	54	99	18	73					72	172	19:45	7	28	7	20					14	48
08:00	8		21						29		20:00	7		2						9	
08:15	9		4						13		20:15	6		5						11	
08:30	9		7						16		20:30	4		3						7	
08:45	11	37	10	42					21	79	20:45	9	26	4	14					13	40
09:00	4		4						8		21:00	1		1						2	
09:15	3		3						6		21:15	1		5						6	
09:30	5		8						13		21:30	2		1						3	
09:45	10	22	6	21					16	43	21:45	3	7	2	9					5	16
10:00	4		2						6		22:00	2		2						4	
10:15	7		6						13		22:15	1		3						4	
10:30	6		8						14		22:30	1		0						1	
10:45	10	27	9	25					19	52	22:45	3	7	0	5					3	12
11:00	7		8						15		23:00	1		2						3	
11:15	6		5						11		23:15	0		0						0	
11:30	5		6						11		23:30	0		2						2	
11:45	7	25	6	25					13	50	23:45	2	3	0	4					2	7
TOTALS		227		207						434	TOTALS		319		280						599
SPLIT %		52.3%		47.7%						42.0%	SPLIT %		53.3%		46.7%						58.0%

DAILY TOTALS	NB	SB	EB	WB	Total
	546	487	0	0	1,033

AM Peak Hour	07:15	07:15			07:15	PM Peak Hour	14:15	14:30			14:15
AM Pk Volume	100	82			182	PM Pk Volume	54	53			101
Pk Hr Factor	0.463	0.732			0.632	Pk Hr Factor	0.675	0.736			0.871
7 - 9 Volume	136	115	0	0	251	4 - 6 Volume	79	81	0	0	160
7 - 9 Peak Hour	07:15	07:15			07:15	4 - 6 Peak Hour	16:45	16:00			16:45
7 - 9 Pk Volume	100	82	0	0	182	4 - 6 Pk Volume	48	42	0	0	85
Pk Hr Factor	0.463	0.732	0.000	0.000	0.632	Pk Hr Factor	0.750	0.808	0.000	0.000	0.787

Prepared by NDS/ATD

VOLUME

34 - Seacrest Ave Bet. Carmel Ave & Reservation Rd (36.684349, -121.797210)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_034

DAILY TOTALS	NB	SB	EB	WB	Total
	2,282	2,384	0	0	4,666

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	4		2				6		12:00	33		34				67	
00:15	0		3				3		12:15	41		33				74	
00:30	2		2				4		12:30	31		47				78	
00:45	1	7	2	9			3	16	12:45	42	147	43	157			85	304
01:00	0		1				1		13:00	41		31				72	
01:15	1		2				3		13:15	30		37				67	
01:30	0		1				1		13:30	37		37				74	
01:45	1	2	1	5			2	7	13:45	31	139	50	155			81	294
02:00	0		0				0		14:00	37		32				69	
02:15	1		1				2		14:15	38		40				78	
02:30	2		0				2		14:30	41		33				74	
02:45	4	7	2	3			6	10	14:45	32	148	48	153			80	301
03:00	2		1				3		15:00	35		41				76	
03:15	1		0				1		15:15	48		38				86	
03:30	1		2				3		15:30	47		47				94	
03:45	1	5	1	4			2	9	15:45	52	182	44	170			96	352
04:00	0		2				2		16:00	63		48				111	
04:15	0		1				1		16:15	48		50				98	
04:30	0		1				1		16:30	44		47				91	
04:45	5	5	5	9			10	14	16:45	46	201	59	204			105	405
05:00	6		1				7		17:00	62		53				115	
05:15	3		2				5		17:15	53		65				118	
05:30	3		4				7		17:30	57		58				115	
05:45	5	17	8	15			13	32	17:45	61	233	63	239			124	472
06:00	7		9				16		18:00	40		56				96	
06:15	14		12				26		18:15	37		51				88	
06:30	20		19				39		18:30	38		27				65	
06:45	16	57	20	60			36	117	18:45	24	139	23	157			47	296
07:00	18		33				51		19:00	39		36				75	
07:15	20		23				43		19:15	36		43				79	
07:30	38		29				67		19:30	33		44				77	
07:45	32	108	35	120			67	228	19:45	21	129	26	149			47	278
08:00	41		32				73		20:00	24		25				49	
08:15	22		36				58		20:15	26		32				58	
08:30	22		31				53		20:30	22		28				50	
08:45	34	119	26	125			60	244	20:45	26	98	22	107			48	205
09:00	34		32				66		21:00	13		17				30	
09:15	27		31				58		21:15	22		19				41	
09:30	23		34				57		21:30	14		20				34	
09:45	28	112	20	117			48	229	21:45	3	52	11	67			14	119
10:00	38		33				71		22:00	9		19				28	
10:15	31		21				52		22:15	7		9				16	
10:30	32		30				62		22:30	21		13				34	
10:45	41	142	28	112			69	254	22:45	7	44	20	61			27	105
11:00	34		44				78		23:00	9		13				22	
11:15	42		42				84		23:15	9		7				16	
11:30	39		32				71		23:30	2		6				8	
11:45	50	165	36	154			86	319	23:45	4	24	6	32			10	56
TOTALS		746		733				**1479**	**TOTALS**		1536		1651				**3187**
SPLIT %		50.4%		49.6%				**31.7%**	**SPLIT %**		48.2%		51.8%				**68.3%**

DAILY TOTALS	NB	SB	EB	WB	Total
	2,282	2,384	0	0	4,666

AM Peak Hour	11:00	11:00					**11:00**	**PM Peak Hour**	17:00	17:15					**17:00**
AM Pk Volume	165	154					**319**	**PM Pk Volume**	233	242					**472**
Pk Hr Factor	0.825	0.875					**0.927**	**Pk Hr Factor**	0.940	0.931					**0.952**
7 - 9 Volume	227	245	0	0			**472**	**4 - 6 Volume**	434	443	0	0			**877**
7 - 9 Peak Hour	07:30	07:45					**07:30**	**4 - 6 Peak Hour**	17:00	17:00					**17:00**
7 - 9 Pk Volume	133	134	0	0			**265**	**4 - 6 Pk Volume**	233	239	0	0			**472**
Pk Hr Factor	0.811	0.931	0.000	0.000			**0.908**	**Pk Hr Factor**	0.940	0.919	0.000	0.000			**0.952**

Prepared by NDS/ATD

VOLUME

35 - Sunset Ave Bet. Reindollar Ave & Carmel Ave (36.680757, -121.802073)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_035

DAILY TOTALS	NB	SB	EB	WB	Total
	1,771	2,003	0	0	3,774

AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	0		0				0		12:00	21		25				46	
00:15	0		1				1		12:15	29		15				44	
00:30	3		1				4		12:30	16		34				50	
00:45	3	6	2	4			5	10	12:45	25	91	30	104			55	195
01:00	1		0				1		13:00	27		26				53	
01:15	2		3				5		13:15	24		19				43	
01:30	0		1				1		13:30	22		37				59	
01:45	0	3	1	5			1	8	13:45	19	92	22	104			41	196
02:00	0		0				0		14:00	28		29				57	
02:15	2		1				3		14:15	29		20				49	
02:30	1		0				1		14:30	34		42				76	
02:45	1	4	4	5			5	9	14:45	20	111	46	137			66	248
03:00	0		0				0		15:00	34		39				73	
03:15	3		3				6		15:15	42		46				88	
03:30	0		0				0		15:30	42		51				93	
03:45	2	5	2	5			4	10	15:45	70	188	51	187			121	375
04:00	0		0				0		16:00	50		35				85	
04:15	0		2				2		16:15	36		35				71	
04:30	0		2				2		16:30	43		38				81	
04:45	4	4	6	10			10	14	16:45	43	172	36	144			79	316
05:00	2		2				4		17:00	50		38				88	
05:15	6		1				7		17:15	40		32				72	
05:30	4		5				9		17:30	35		35				70	
05:45	6	18	3	11			9	29	17:45	29	154	30	135			59	289
06:00	9		9				18		18:00	32		34				66	
06:15	11		12				23		18:15	30		25				55	
06:30	5		17				22		18:30	25		29				54	
06:45	18	43	24	62			42	105	18:45	28	115	35	123			63	238
07:00	24		40				64		19:00	33		32				65	
07:15	27		49				76		19:15	22		22				44	
07:30	41		59				100		19:30	18		22				40	
07:45	39	131	46	194			85	325	19:45	21	94	26	102			47	196
08:00	36		77				113		20:00	22		33				55	
08:15	43		60				103		20:15	17		19				36	
08:30	20		23				43		20:30	22		20				42	
08:45	22	121	31	191			53	312	20:45	15	76	23	95			38	171
09:00	25		32				57		21:00	16		15				31	
09:15	9		17				26		21:15	13		18				31	
09:30	14		23				37		21:30	8		12				20	
09:45	22	70	13	85			35	155	21:45	5	42	12	57			17	99
10:00	15		26				41		22:00	11		10				21	
10:15	24		15				39		22:15	5		13				18	
10:30	22		28				50		22:30	4		6				10	
10:45	32	93	21	90			53	183	22:45	4	24	3	32			7	56
11:00	21		22				43		23:00	6		9				15	
11:15	25		22				47		23:15	3		5				8	
11:30	32		26				58		23:30	4		11				15	
11:45	20	98	22	92			42	190	23:45	3	16	4	29			7	45
TOTALS		596		754				**1350**	**TOTALS**		1175		1249				**2424**
SPLIT %		44.1%		55.9%				**35.8%**	**SPLIT %**		48.5%		51.5%				**64.2%**

DAILY TOTALS	NB	SB	EB	WB	Total
	1,771	2,003	0	0	3,774

AM Peak Hour	07:30	07:30					**07:30**		**PM Peak Hour**	15:15	15:00					**15:15**		
AM Pk Volume	159	242					**401**		**PM Pk Volume**	204	187					**387**		
Pk Hr Factor	0.924	0.786					**0.887**		**Pk Hr Factor**	0.729	0.917					**0.800**		
7 - 9 Volume	252	385	0	0			**637**		**4 - 6 Volume**	326	279	0	0			**605**		
7 - 9 Peak Hour	07:30	07:30					**07:30**		**4 - 6 Peak Hour**	16:30	16:15					**16:30**		
7 - 9 Pk Volume	159	242	0	0			**401**		**4 - 6 Pk Volume**	176	147	0	0			**320**		
Pk Hr Factor	0.924	0.786	0.000	0.000			**0.887**		**Pk Hr Factor**	0.880	0.967	0.000	0.000			**0.909**		

Prepared by NDS/ATD

VOLUME

36 - Lake Dr Bet. Palm Ave & Reservation Rd (36.685914, -121.805594)

Day: Thursday
Date: 6/7/2018

City: Marina
Project #: CA18_8264_036

DAILY TOTALS	NB	SB	EB	WB	Total
	648	826	0	0	1,474

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	1		1						2		12:00	12		4						16	
00:15	0		1						1		12:15	6		13						19	
00:30	1		3						4		12:30	10		8						18	
00:45	0	2	1	6					1	8	12:45	8	36	13	38					21	74
01:00	0		1						1		13:00	8		10						18	
01:15	1		0						1		13:15	13		10						23	
01:30	0		0						0		13:30	11		7						18	
01:45	1	2	0	1					1	3	13:45	9	41	12	39					21	80
02:00	2		1						3		14:00	9		6						15	
02:15	2		1						3		14:15	9		11						20	
02:30	0		0						0		14:30	14		10						24	
02:45	0	4	2	4					2	8	14:45	8	40	7	34					15	74
03:00	0		0						0		15:00	8		10						18	
03:15	0		0						0		15:15	10		11						21	
03:30	0		0						0		15:30	10		18						28	
03:45	0		1	1					1	1	15:45	12	40	9	48					21	88
04:00	0		0						0		16:00	10		13						23	
04:15	3		0						3		16:15	19		18						37	
04:30	0		2						2		16:30	10		16						26	
04:45	0	3	1	3					1	6	16:45	8	47	12	59					20	106
05:00	0		2						2		17:00	17		17						34	
05:15	1		0						1		17:15	17		16						33	
05:30	1		5						6		17:30	11		19						30	
05:45	4	6	3	10					7	16	17:45	11	56	26	78					37	134
06:00	0		4						4		18:00	18		11						29	
06:15	6		6						12		18:15	7		14						21	
06:30	5		8						13		18:30	12		16						28	
06:45	7	18	16	34					23	52	18:45	8	45	8	49					16	94
07:00	4		16						20		19:00	13		18						31	
07:15	11		21						32		19:15	11		4						15	
07:30	15		25						40		19:30	7		10						17	
07:45	13	43	13	75					26	118	19:45	4	35	9	41					13	76
08:00	10		14						24		20:00	7		15						22	
08:15	10		25						35		20:15	13		12						25	
08:30	7		12						19		20:30	4		10						14	
08:45	9	36	10	61					19	97	20:45	10	34	7	44					17	78
09:00	6		11						17		21:00	9		10						19	
09:15	6		9						15		21:15	5		9						14	
09:30	5		10						15		21:30	10		7						17	
09:45	9	26	11	41					20	67	21:45	6	30	3	29					9	59
10:00	14		5						19		22:00	10		8						18	
10:15	6		13						19		22:15	3		3						6	
10:30	13		14						27		22:30	3		6						9	
10:45	7	40	18	50					25	90	22:45	3	19	3	20					6	39
11:00	8		10						18		23:00	4		6						10	
11:15	14		7						21		23:15	2		5						7	
11:30	4		8						12		23:30	5		3						8	
11:45	6	32	19	44					25	76	23:45	2	13	3	17					5	30
TOTALS		212		330						542	TOTALS		436		496						932
SPLIT %		39.1%		60.9%						36.8%	SPLIT %		46.8%		53.2%						63.2%

DAILY TOTALS	NB	SB	EB	WB	Total
	648	826	0	0	1,474

AM Peak Hour	07:15	06:45			07:30	PM Peak Hour	17:15	17:00			17:00
AM Pk Volume	49	78			125	PM Pk Volume	57	78			134
Pk Hr Factor	0.817	0.780			0.781	Pk Hr Factor	0.792	0.750			0.905
7 - 9 Volume	79	136	0	0	215	4 - 6 Volume	103	137	0	0	240
7 - 9 Peak Hour	07:15	07:30			07:30	4 - 6 Peak Hour	17:00	17:00			17:00
7 - 9 Pk Volume	49	77	0	0	125	4 - 6 Pk Volume	56	78	0	0	134
Pk Hr Factor	0.817	0.770	0.000	0.000	0.781	Pk Hr Factor	0.824	0.750	0.000	0.000	0.905

Prepared by NDS/ATD

VOLUME

37 - Palm Ave Bet. Lake Dr & Del Monte Blvd (36.684247, -121.805198)

Day: Thursday
Date: 5/17/2018

City: Marina
Project #: CA18_8264_037

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,827	1,722	3,549

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			3		4		7		12:00			22		21		43	
00:15			4		2		6		12:15			21		33		54	
00:30			2		3		5		12:30			25		22		47	
00:45			1	10	4	13	5	23	12:45			26	94	23	99	49	193
01:00			0		3		3		13:00			25		18		43	
01:15			4		3		7		13:15			18		27		45	
01:30			2		2		4		13:30			29		26		55	
01:45			0	6	2	10	2	16	13:45			30	102	20	91	50	193
02:00			0		1		1		14:00			26		19		45	
02:15			1		1		2		14:15			27		26		53	
02:30			0		1		1		14:30			29		41		70	
02:45			1	2	0	3	1	5	14:45			43	125	27	113	70	238
03:00			0		0		0		15:00			32		33		65	
03:15			1		0		1		15:15			37		41		78	
03:30			2		3		5		15:30			41		33		74	
03:45			1	4	1	4	2	8	15:45			29	139	37	144	66	283
04:00			2		2		4		16:00			24		40		64	
04:15			2		1		3		16:15			20		47		67	
04:30			3		0		3		16:30			30		32		62	
04:45			5	12	2	5	7	17	16:45			30	104	43	162	73	266
05:00			10		2		12		17:00			27		32		59	
05:15			5		1		6		17:15			27		51		78	
05:30			13		1		14		17:30			33		37		70	
05:45			12	40	1	5	13	45	17:45			24	111	43	163	67	274
06:00			17		5		22		18:00			16		29		45	
06:15			17		5		22		18:15			18		24		42	
06:30			15		9		24		18:30			20		32		52	
06:45			30	79	5	24	35	103	18:45			29	83	23	108	52	191
07:00			43		8		51		19:00			14		22		36	
07:15			54		15		69		19:15			17		26		43	
07:30			65		23		88		19:30			17		16		33	
07:45			49	211	29	75	78	286	19:45			19	67	28	92	47	159
08:00			39		43		82		20:00			8		26		34	
08:15			40		50		90		20:15			12		25		37	
08:30			66		45		111		20:30			8		17		25	
08:45			57	202	25	163	82	365	20:45			17	45	23	91	40	136
09:00			26		15		41		21:00			12		13		25	
09:15			20		13		33		21:15			9		19		28	
09:30			30		13		43		21:30			7		22		29	
09:45			21	97	11	52	32	149	21:45			12	40	14	68	26	108
10:00			17		16		33		22:00			9		18		27	
10:15			29		12		41		22:15			3		14		17	
10:30			22		20		42		22:30			8		12		20	
10:45			22	90	10	58	32	148	22:45			5	25	7	51	12	76
11:00			21		18		39		23:00			6		7		13	
11:15			24		28		52		23:15			5		12		17	
11:30			38		36		74		23:30			2		6		8	
11:45			40	123	16	98	56	221	23:45			3	16	5	30	8	46
TOTALS				876		510		**1386**	**TOTALS**				951		1212		**2163**
SPLIT %				63.2%		36.8%		**39.1%**	**SPLIT %**				44.0%		56.0%		**60.9%**

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,827	1,722	3,549

AM Peak Hour			07:00	07:45	**08:00**	**PM Peak Hour**			14:45	16:45	**14:45**
AM Pk Volume			211	167	**365**	**PM Pk Volume**			153	163	**287**
Pk Hr Factor			0.812	0.835	**0.822**	**Pk Hr Factor**			0.890	0.799	**0.920**
7 - 9 Volume	0	0	413	238	**651**	**4 - 6 Volume**	0	0	215	325	**540**
7 - 9 Peak Hour			07:00	07:45	**08:00**	**4 - 6 Peak Hour**			16:45	16:45	**16:45**
7 - 9 Pk Volume	0	0	211	167	**365**	**4 - 6 Pk Volume**	0	0	117	163	**280**
Pk Hr Factor	0.000	0.000	0.812	0.835	**0.822**	**Pk Hr Factor**	0.000	0.000	0.886	0.799	**0.897**

Prepared by NDS/ATD

VOLUME

38 - Abrams Dr Bet. Preston Dr & Imjin Pkwy (36.665738, -121.775771)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_038

DAILY TOTALS	NB	SB	EB	WB	Total
	1,430	1,636	0	0	3,066

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	1		0						1		12:00	22		17						39	
00:15	2		2						4		12:15	22		19						41	
00:30	2		3						5		12:30	16		15						31	
00:45	1	6	0	5					1	11	12:45	29	89	14	65					43	154
01:00	3		0						3		13:00	21		23						44	
01:15	2		0						2		13:15	19		26						45	
01:30	1		3						4		13:30	24		25						49	
01:45	2	8	1	4					3	12	13:45	20	84	19	93					39	177
02:00	1		1						2		14:00	20		19						39	
02:15	0		1						1		14:15	19		27						46	
02:30	2		1						3		14:30	15		32						47	
02:45	0	3	1	4					1	7	14:45	15	69	19	97					34	166
03:00	2		0						2		15:00	26		25						51	
03:15	1		1						2		15:15	24		21						45	
03:30	2		0						2		15:30	23		40						63	
03:45	0	5	1	2					1	7	15:45	23	96	17	103					40	199
04:00	1		1						2		16:00	34		20						54	
04:15	0		3						3		16:15	28		29						57	
04:30	0		7						7		16:30	36		29						65	
04:45	2	3	7	18					9	21	16:45	34	132	17	95					51	227
05:00	0		5						5		17:00	25		22						47	
05:15	4		6						10		17:15	24		22						46	
05:30	1		12						13		17:30	43		31						74	
05:45	1	6	6	29					7	35	17:45	27	119	19	94					46	213
06:00	8		16						24		18:00	34		23						57	
06:15	4		20						24		18:15	24		17						41	
06:30	13		37						50		18:30	26		23						49	
06:45	18	43	43	116					61	159	18:45	25	109	21	84					46	193
07:00	19		54						73		19:00	30		25						55	
07:15	7		68						75		19:15	27		13						40	
07:30	11		78						89		19:30	35		13						48	
07:45	19	56	33	233					52	289	19:45	19	111	16	67					35	178
08:00	19		34						53		20:00	23		16						39	
08:15	21		22						43		20:15	25		19						44	
08:30	11		25						36		20:30	25		14						39	
08:45	18	69	20	101					38	170	20:45	26	99	14	63					40	162
09:00	14		31						45		21:00	16		7						23	
09:15	20		23						43		21:15	17		14						31	
09:30	14		24						38		21:30	25		16						41	
09:45	10	58	19	97					29	155	21:45	19	77	10	47					29	124
10:00	11		16						27		22:00	14		12						26	
10:15	4		14						18		22:15	9		6						15	
10:30	18		19						37		22:30	8		11						19	
10:45	17	50	8	57					25	107	22:45	11	42	9	38					20	80
11:00	20		22						42		23:00	9		3						12	
11:15	14		21						35		23:15	13		6						19	
11:30	12		43						55		23:30	10		5						15	
11:45	13	59	21	107					34	166	23:45	5	37	3	17					8	54
TOTALS		366		773						1139	TOTALS		1064		863						1927
SPLIT %		32.1%		67.9%						37.1%	SPLIT %		55.2%		44.8%						62.9%

DAILY TOTALS	NB	SB	EB	WB	Total
	1,430	1,636	0	0	3,066

AM Peak Hour	11:45	06:45			06:45	PM Peak Hour	16:00	15:30			16:00
AM Pk Volume	73	243			298	PM Pk Volume	132	106			227
Pk Hr Factor	0.830	0.779			0.837	Pk Hr Factor	0.917	0.663			0.873
7 - 9 Volume	125	334	0	0	459	4 - 6 Volume	251	189	0	0	440
7 - 9 Peak Hour	07:30	07:00			07:00	4 - 6 Peak Hour	16:00	16:15			16:00
7 - 9 Pk Volume	70	233	0	0	289	4 - 6 Pk Volume	132	97	0	0	227
Pk Hr Factor	0.833	0.747	0.000	0.000	0.812	Pk Hr Factor	0.917	0.836	0.000	0.000	0.873

Prepared by NDS/ATD

VOLUME

39 - Preston Dr Bet. Abrams Dr & Imjin Pkwy (36.669623, -121.771631)

Day: Tuesday
Date: 5/22/2018

City: Marina
Project #: CA18_8264_039

DAILY TOTALS	NB	SB	EB	WB	Total
	972	736	0	0	1,708

AM Period	NB		SB		EB		WB		TOTAL		PM Period	NB		SB		EB		WB		TOTAL	
00:00	1		2						3		12:00	11		8						19	
00:15	3		0						3		12:15	9		9						18	
00:30	2		2						4		12:30	15		13						28	
00:45	1	7	0	4					1	11	12:45	10	45	12	42					22	87
01:00	4		1						5		13:00	13		14						27	
01:15	1		1						2		13:15	14		5						19	
01:30	0		1						1		13:30	14		5						19	
01:45	1	6	0	3					1	9	13:45	11	52	6	30					17	82
02:00	1		1						2		14:00	13		11						24	
02:15	2		0						2		14:15	11		9						20	
02:30	0		0						0		14:30	25		7						32	
02:45	0	3	1	2					1	5	14:45	15	64	10	37					25	101
03:00	1		0						1		15:00	15		10						25	
03:15	0		1						1		15:15	8		11						19	
03:30	0		0						0		15:30	12		10						22	
03:45	0	1	0	1					0	2	15:45	21	56	15	46					36	102
04:00	0		0						0		16:00	23		10						33	
04:15	0		3						3		16:15	26		6						32	
04:30	1		4						5		16:30	26		14						40	
04:45	3	4	3	10					6	14	16:45	23	98	9	39					32	137
05:00	0		0						0		17:00	31		22						53	
05:15	1		1						2		17:15	34		13						47	
05:30	0		7						7		17:30	24		15						39	
05:45	0	1	5	13					5	14	17:45	23	112	19	69					42	181
06:00	2		6						8		18:00	21		14						35	
06:15	1		13						14		18:15	25		14						39	
06:30	4		4						8		18:30	13		7						20	
06:45	8	15	13	36					21	51	18:45	13	72	8	43					21	115
07:00	11		9						20		19:00	13		13						26	
07:15	14		15						29		19:15	22		10						32	
07:30	10		18						28		19:30	18		12						30	
07:45	14	49	25	67					39	116	19:45	15	68	11	46					26	114
08:00	21		17						38		20:00	15		6						21	
08:15	5		16						21		20:15	11		7						18	
08:30	7		15						22		20:30	10		9						19	
08:45	12	45	9	57					21	102	20:45	12	48	6	28					18	76
09:00	8		16						24		21:00	16		4						20	
09:15	10		12						22		21:15	19		2						21	
09:30	9		8						17		21:30	18		9						27	
09:45	5	32	12	48					17	80	21:45	15	68	10	25					25	93
10:00	10		10						20		22:00	9		5						14	
10:15	8		7						15		22:15	10		7						17	
10:30	7		8						15		22:30	7		6						13	
10:45	7	32	10	35					17	67	22:45	11	37	3	21					14	58
11:00	7		9						16		23:00	6		2						8	
11:15	12		3						15		23:15	4		1						5	
11:30	14		5						19		23:30	4		1						5	
11:45	9	42	12	29					21	71	23:45	1	15	1	5					2	20
TOTALS		237		305						542	TOTALS		735		431						1166
SPLIT %		43.7%		56.3%						31.7%	SPLIT %		63.0%		37.0%						68.3%

DAILY TOTALS	NB	SB	EB	WB	Total
	972	736	0	0	1,708

AM Peak Hour	07:15	07:30			07:15	PM Peak Hour	16:30	17:00			17:00
AM Pk Volume	59	76			134	PM Pk Volume	114	69			181
Pk Hr Factor	0.702	0.760			0.859	Pk Hr Factor	0.838	0.784			0.854
7 - 9 Volume	94	124	0	0	218	4 - 6 Volume	210	108	0	0	318
7 - 9 Peak Hour	07:15	07:30			07:15	4 - 6 Peak Hour	16:30	17:00			17:00
7 - 9 Pk Volume	59	76	0	0	134	4 - 6 Pk Volume	114	69	0	0	181
Pk Hr Factor	0.702	0.760	0.000	0.000	0.859	Pk Hr Factor	0.838	0.784	0.000	0.000	0.854

Prepared by NDS/ATD

VOLUME

40 - 3rd Ave Bet. Imjin Pkwy & 8th St (36.665263, -121.804971)

Day: Wednesday
Date: 5/23/2018

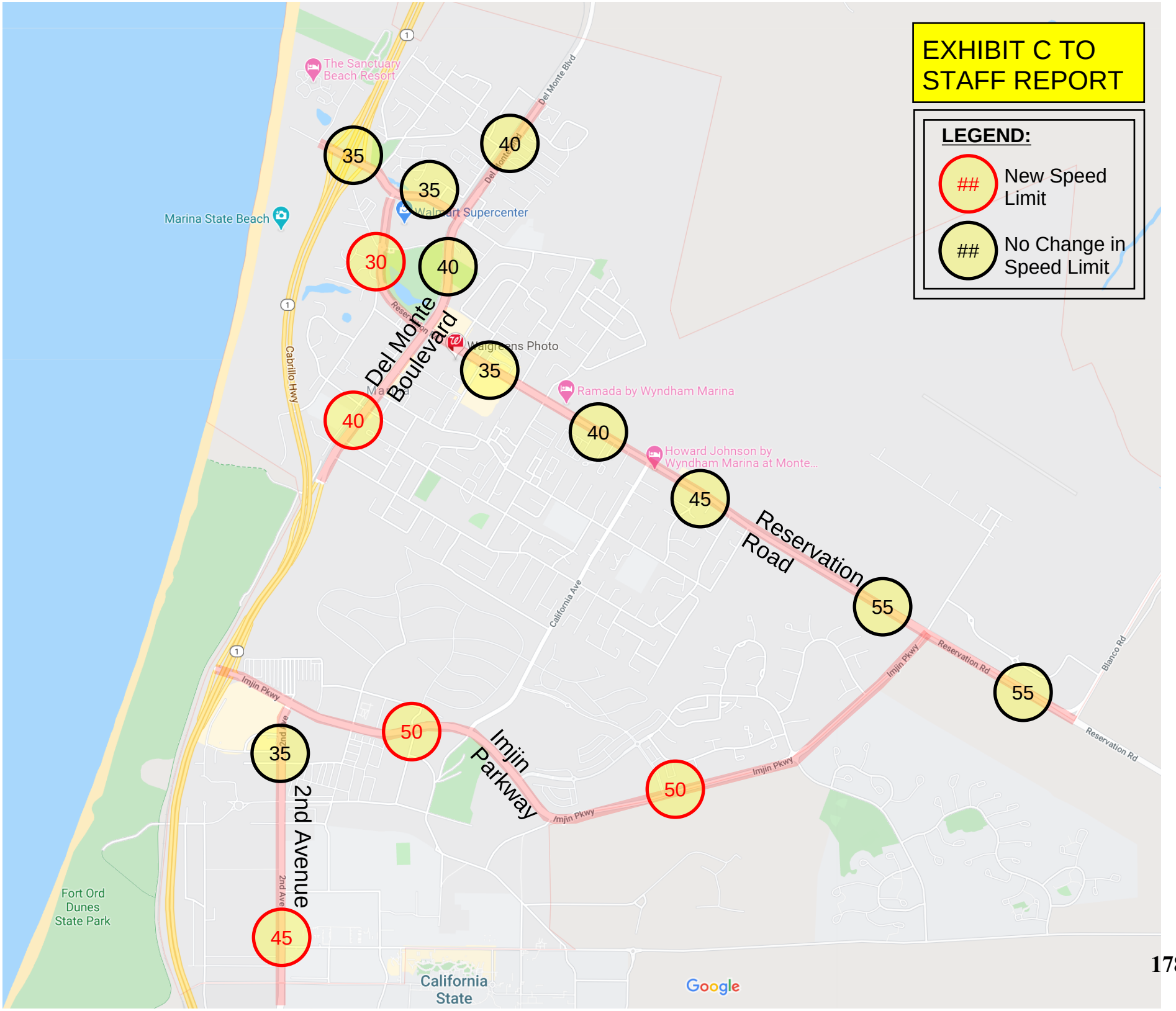
City: Marina
Project #: CA18_8264_040

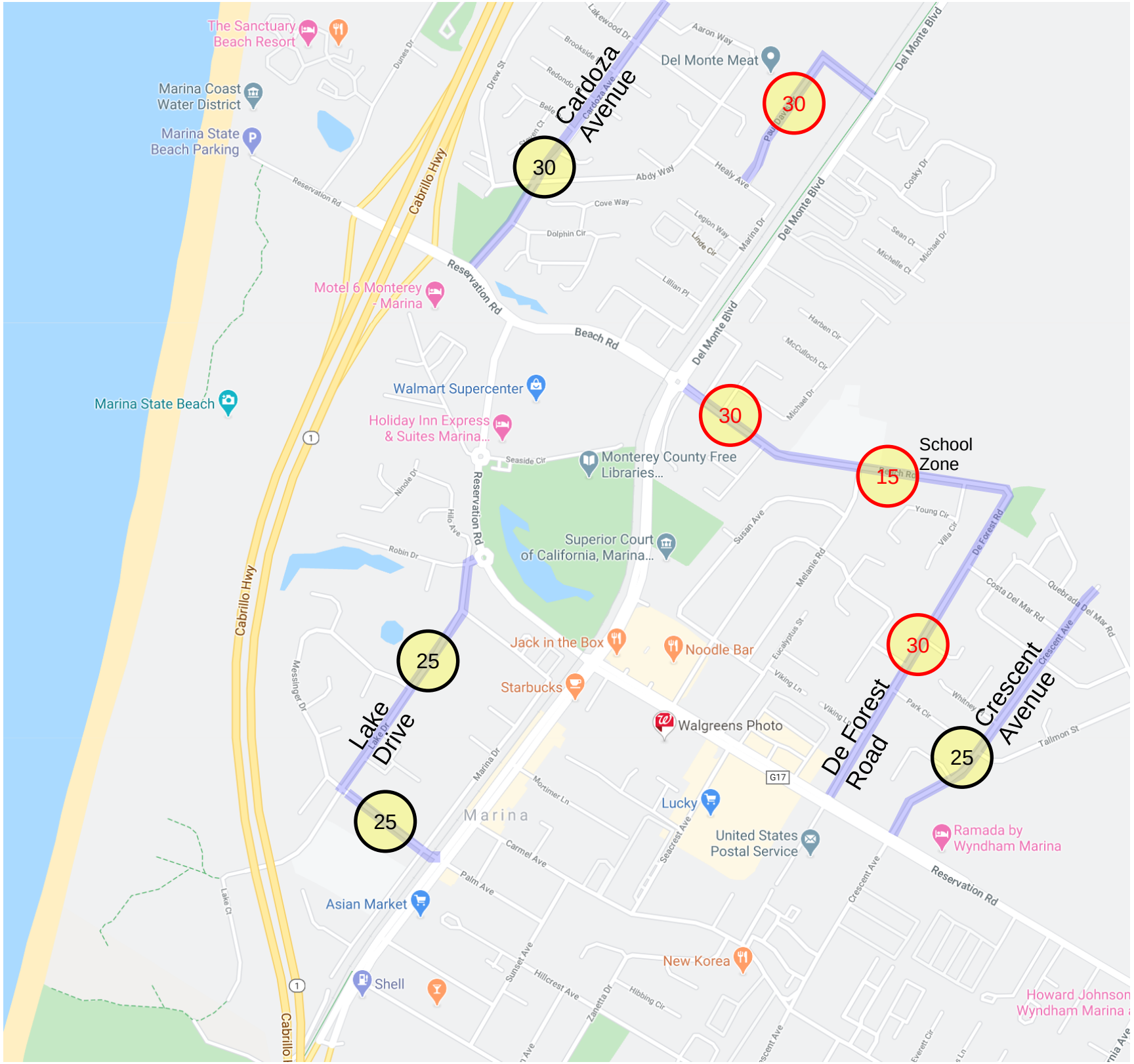
DAILY TOTALS	NB	SB	EB	WB	Total
	368	635	0	0	1,003

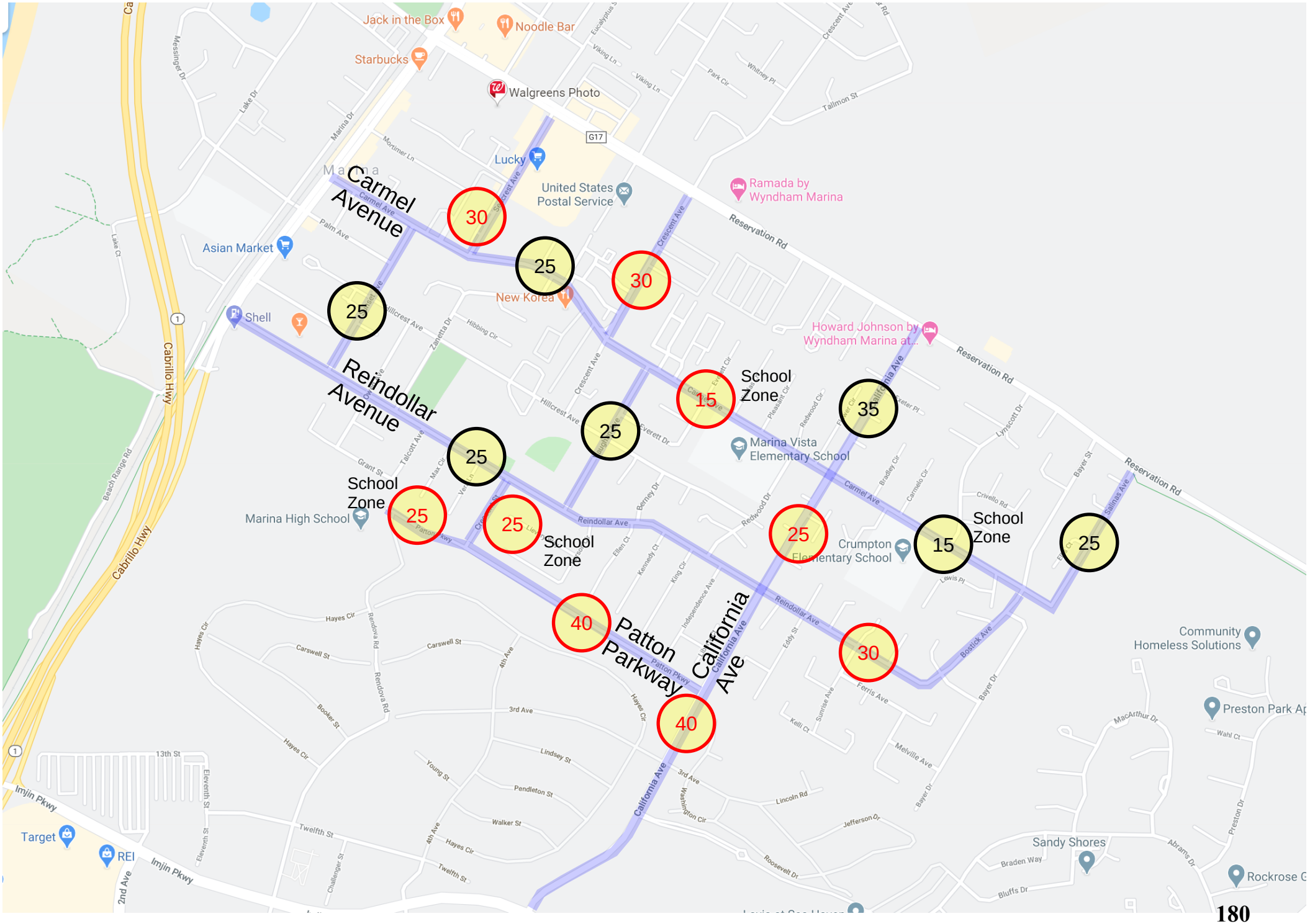
AM Period	NB		SB		EB	WB	TOTAL		PM Period	NB		SB		EB	WB	TOTAL	
00:00	0		0				0		12:00	9		5				14	
00:15	1		0				1		12:15	8		10				18	
00:30	2		2				4		12:30	10		9				19	
00:45	0	3	0	2			0	5	12:45	4	31	14	38			18	69
01:00	0		0				0		13:00	5		8				13	
01:15	0		0				0		13:15	3		9				12	
01:30	0		0				0		13:30	4		7				11	
01:45	0		0				0		13:45	8	20	5	29			13	49
02:00	0		0				0		14:00	4		4				8	
02:15	0		1				1		14:15	5		7				12	
02:30	0		0				0		14:30	2		6				8	
02:45	1	1	0	1			1	2	14:45	10	21	16	33			26	54
03:00	0		0				0		15:00	14		9				23	
03:15	1		0				1		15:15	5		8				13	
03:30	0		0				0		15:30	11		10				21	
03:45	0	1	0				0	1	15:45	9	39	3	30			12	69
04:00	0		0				0		16:00	12		9				21	
04:15	0		1				1		16:15	9		7				16	
04:30	0		0				0		16:30	14		10				24	
04:45	1	1	1	2			2	3	16:45	7	42	11	37			18	79
05:00	0		0				0		17:00	14		7				21	
05:15	1		2				3		17:15	7		9				16	
05:30	0		0				0		17:30	5		10				15	
05:45	3	4	0	2			3	6	17:45	7	33	5	31			12	64
06:00	1		3				4		18:00	8		3				11	
06:15	3		3				6		18:15	6		3				9	
06:30	1		10				11		18:30	7		4				11	
06:45	1	6	10	26			11	32	18:45	3	24	4	14			7	38
07:00	4		18				22		19:00	6		3				9	
07:15	3		73				76		19:15	4		8				12	
07:30	10		82				92		19:30	1		4				5	
07:45	11	28	45	218			56	246	19:45	2	13	3	18			5	31
08:00	4		24				28		20:00	3		4				7	
08:15	4		13				17		20:15	1		2				3	
08:30	6		10				16		20:30	1		4				5	
08:45	8	22	8	55			16	77	20:45	1	6	3	13			4	19
09:00	7		3				10		21:00	1		1				2	
09:15	1		6				7		21:15	3		2				5	
09:30	2		3				5		21:30	0		4				4	
09:45	3	13	8	20			11	33	21:45	4	8	2	9			6	17
10:00	9		3				12		22:00	3		1				4	
10:15	4		7				11		22:15	0		0				0	
10:30	7		6				13		22:30	1		0				1	
10:45	12	32	7	23			19	55	22:45	1	5	3	4			4	9
11:00	4		6				10		23:00	0		1				1	
11:15	4		10				14		23:15	0		1				1	
11:30	3		4				7		23:30	0		1				1	
11:45	4	15	6	26			10	41	23:45	0		1	4			1	4
TOTALS		126		375				501	TOTALS		242		260				502
SPLIT %		25.1%		74.9%				50.0%	SPLIT %		48.2%		51.8%				50.0%

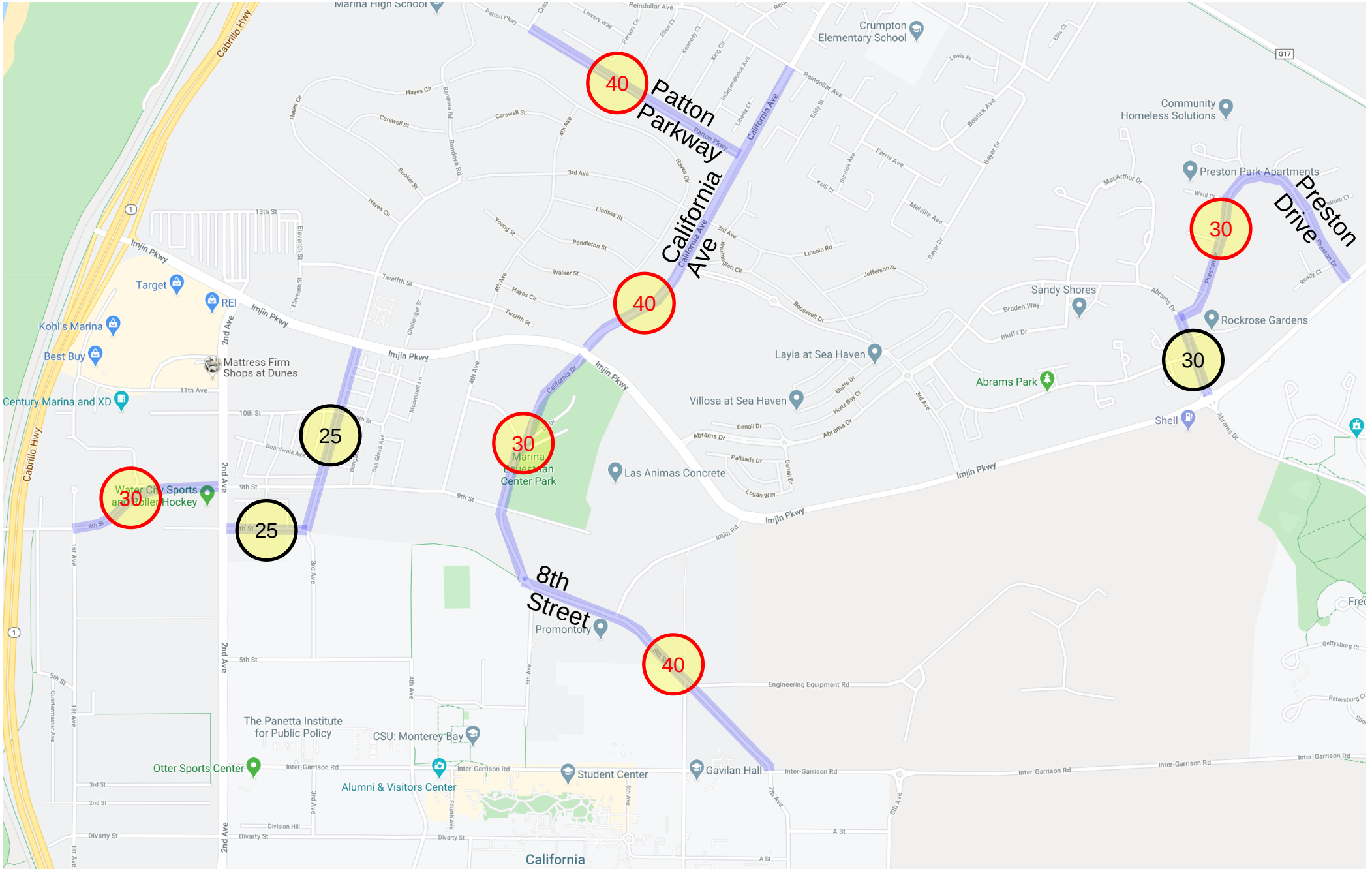
DAILY TOTALS	NB	SB	EB	WB	Total
	368	635	0	0	1,003

AM Peak Hour	10:00	07:15			07:15	PM Peak Hour	15:45	14:45			14:45
AM Pk Volume	32	224			252	PM Pk Volume	44	43			83
Pk Hr Factor	0.667	0.683			0.685	Pk Hr Factor	0.786	0.672			0.798
7 - 9 Volume	50	273	0	0	323	4 - 6 Volume	75	68	0	0	143
7 - 9 Peak Hour	07:30	07:15			07:15	4 - 6 Peak Hour	16:15	16:00			16:00
7 - 9 Pk Volume	29	224	0	0	252	4 - 6 Pk Volume	44	37	0	0	79
Pk Hr Factor	0.659	0.683	0.000	0.000	0.685	Pk Hr Factor	0.786	0.841	0.000	0.000	0.823


EXHIBIT C TO STAFF REPORT
LEGEND:
New Speed Limit
No Change in Speed Limit
35
35
40
30
40
35
40
40
45
55
55
50
50
35
45
Del Monte Boulevard
Reservation Road
Imjin Parkway
2nd Avenue
Marina State Beach
The Sanctuary Beach Resort
Walmart Supercenter
Walgreens Photo
Ramada by Wyndham Marina
Howard Johnson by Wyndham Marina at Monte...
Cabrillo Hwy
Del Monte Blvd
California Ave
Blanco Rd
Fort Ord Dunes State Park
California State
Google


Cardoza Avenue
30
30
30
30
School Zone
15
Lake Drive
25
25
De Forest Road
Crescent Avenue
25
Reservation Rd
Del Monte Blvd
Cabrillo Hwy
Beach Rd
Marina
The Sanctuary Beach Resort
Marina Coast Water District
Marina State Beach Parking
Marina State Beach
Motel 6 Monterey - Marina
Walmart Supercenter
Holiday Inn Express & Suites Marina...
Monterey County Free Libraries...
Superior Court of California, Marina...
Del Monte Meat
Jack in the Box
Noodle Bar
Starbucks
Walgreens Photo
Lucky
United States Postal Service
Ramada by Wyndham Marina
Asian Market
New Korea
Shell
Howard Johnson Wyndham Marina
Lakewood Dr
Aaron Way
Brookside Dr
Redondo Dr
Drew St
Dunes Dr
Abdy Way
Healy Ave
Cove Way
Dolphin Cir
Legion Way
Lillian Pl
Harben Cir
McCulloch Cir
Michael Dr
Cosky Dr
Sean Ct
Michelle Ct
Seaside Cir
Ninole Dr
Hilo Ave
Robin Dr
Susan Ave
Melanie Rd
Young Cir
Villa Cir
De Forest Rd
Costa Del Mar Rd
Quebrada Del Mar Rd
Eucalyptus St
Viking Ln
Park Cir
Whitney
Tallmon St
Messinger Dr
Mortimer Ln
Seacrest Ave
Carmel Ave
Palm Ave
Sunset Ave
Hillcrest Ave
Zanetta Dr
Hibbing Cir
Lake Ct
G17


Carmel Avenue
30
25
30
25
Reindollar Avenue
25
School Zone
25
15
School Zone
35
25
25
School Zone
25
40
Patton Parkway
California Ave
40
30
15
School Zone
25
Jack in the Box
Noodle Bar
Starbucks
Walgreens Photo
Lucky
United States Postal Service
Ramada by Wyndham Marina
Asian Market
New Korea
Shell
Howard Johnson by Wyndham Marina at...
Marina Vista Elementary School
Marina High School
Crumpton Elementary School
Community Homeless Solutions
Preston Park Ap
Sandy Shores
Rockrose G
Target
REI
Cabrillo Hwy
Reservation Rd
Imjin Pkwy
Carmel Ave
Reindollar Ave
Patton Pkwy
Crescent Ave
Hillcrest Ave
Hayes Cir
Carswell St
3rd Ave
Lindsey St
Pendleton St
Walker St
Twelfth St
Lincoln Rd
Jefferson Dr
Roosevelt Dr
Ferris Ave
Bostick Ave
Melville Ave
Bayer Dr
Lewis Pl
Crivello Rd
Salinas Ave
Lyncott Dr
Bradley Cir
Carmelo Cir
Redwood Dr
Everett Dr
Berney Dr
Ellen Ct
Kennedy Ct
King Cir
Independence Ave
Eddy St
Sunrise Ave
Kelli Ct
Rendova Rd
Booker St
Young St
Eleventh St
Thirteenth St
Challenger St
Washington Cir
Braden Way
Bluffs Dr
Abrams Dr
Preston Dr
MacArthur Dr
Wahl Ct
Tallmon St
Whitney Pl
Park Cir
Viking Ln
Eucalyptus St
Crescent Ave
Messinger Dr
Lake Dr
Marina Dr
Mortimer Ln
Palm Ave
Lake Ct
Beach Range Rd
Zanetta Dr
Hibbing Cir
Talcott Ave
Max Cir
Grant St
Bayer St
Pleasant Cir
Redwood Cir
Everett Cir
Peter Pl
Carmelo Cir
Lewis Pl
Ferris Ave
Kelli Ct
Sunrise Ave
Eddy St
Independence Ave
King Cir
Kennedy Ct
Ellen Ct
Berney Dr
Redwood Dr
Everett Dr
Bradley Cir
Crivello Rd
Salinas Ave
Lyncott Dr
Bayer St
Peter Pl
Pleasant Cir
Redwood Cir
Everett Cir


40
Patton Parkway
40
California Ave
40
8th Street
40
30
Preston Drive
30
30
30
25
25
Marina High School
Crumpton Elementary School
Community Homeless Solutions
Preston Park Apartments
Rockrose Gardens
Sandy Shores
Layia at Sea Haven
Abrams Park
Villosa at Sea Haven
Shell
Las Animas Concrete
Marina Equestrian Center Park
Promontory
Target
REI
Kohl's Marina
Best Buy
Mattress Firm
Shops at Dunes
Century Marina and XD
Water City Sports and Roller Hockey
The Panetta Institute for Public Policy
CSU: Monterey Bay
Otter Sports Center
Alumni & Visitors Center
Student Center
Gavilan Hall
California
Cabrillo Hwy
Imjin Pkwy
Reindollar Ave
Patton Pkwy
Hayes Cir
Carswell St
3rd Ave
Lindsey St
Pendleton St
Walker St
Twelfth St
Lincoln Rd
Jefferson Dr
Roosevelt Dr
Braden Way
Bluffs Dr
Abrams Dr
Denali Dr
Palisade Dr
Logan Way
Engineering Equipment Rd
Inter-Garrison Rd
Divarty St
A St
9th St
5th St
2nd St
3rd St
8th St
11th Ave
10th St
13th St
Boardwalk Ave
Lewis Pl
Ellis Ct
Bostick Ave
Ferris Ave
Melville Ave
MacArthur Dr
Abrams Dr
Preston Dr
Ready Ct
Geftysburg Ct
Petersburg Ct
G17