RESOLUTION NO. 2024-125

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A SERVICES FUNDING AGREEMENT AND INDEMNITY AGREEMENT REGARDING THE PROPOSED CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (THE DUNES WEST SIDE SERVICES)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina as follows:

<u>SECTION 1</u>. Shea Homes Limited Partnership, a California limited partnership, and Marina Community Partners, LLC, a Delaware limited liability company (collectively, the "Developer") have petitioned the City of Marina (the "City") to create a community facilities district to be designated as "City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services)" (referred to herein as the "District"), to levy a special tax to fund all or a part of the public services (the "Services") required to maintain infrastructure to be owned by the City or privately owned but available to the public by the Dunes Promenade Commercial Association, a California nonprofit mutual benefit corporation (the "POA") in the District, which will include street and sidewalk maintenance, curb and gutter maintenance, lighting maintenance, storm drain maintenance, publicly accessible park and landscape maintenance, and publicly accessible restroom facilities.

<u>SECTION 2</u>. The special taxes will be levied by the City within the District under a special tax formula contained in the rate and method of apportionment of special tax (the "Rate and Method"), which establishes different special tax rates for developed property, generally defined as property that has received a building permit for new construction of a residential or non-residential structure ("Developed Property") and undeveloped property ("Undeveloped Property").

<u>SECTION 3</u>. The Services include maintenance of certain facilities that will be privately-owned by the POA but which will be made available for use by the public ("Public Use Facilities"). The City and the POA desire to enter into a Services Funding Agreement (the "Services Funding Agreement") to provide for the allocation of the special tax revenues collected by the District between the City and the POA to pay or reimburse the City and POA for the cost of providing the Services, and certain administrative expenses.

<u>SECTION 4</u>. In order to memorialize this agreement, staff, working with legal counsel, have prepared a form of the Services Funding Agreement to be entered into by the POA and the City (for itself and on behalf of the District), and the City now desires to enter into the Services Funding Agreement with the POA in order to assist with the formation of the CFD.

<u>SECTION 5</u>. In connection with the proposed formation of the District, the City has requested and the Developer has agreed to provide indemnification of the City, including defense costs, in the event of any challenge to the formation of the district, the levy of the special tax, or the election proceedings with respect thereto by a third party. In furtherance thereof the City and Developer have negotiated the terms of an Indemnity Agreement (the "Indemnity Agreement") and the City now desires to enter into the Indemnity Agreement with the Developer.

<u>SECTION 6</u>. The City Council hereby approves and authorizes the City Manager to execute and deliver the Services Funding Agreement and the Indemnity Agreement, in the respective forms on file with the City Clerk, and to take all actions on his part necessary to implement the Services Funding Agreement and Indemnity Agreement.

SECTION 7. The City Manager, the Finance Director, City Clerk and all other officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the implementation of the Services Funding Agreement and the Indemnity Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

* * * * * * * * * * * *

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Marina in a regular meeting assembled on the 6th day of November 2024, by the following vote to wit:

AYES, COUNCIL MEMBERS: McAdams, McCarthy, Biala, Delgado
NOES, COUNCIL MEMBERS: None
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

SERVICES FUNDING AGREEMENT
REGARDING THE PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2024-1
OF THE CITY OF MARINA (THE DUNES WEST SIDE SERVICES)

THIS SERVICES FUNDING AGREEMENT REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2024-1 OF THE CITY OF MARINA (THE DUNES WEST SIDE SERVICES) (the "Agreement") dated as of November 1, 2024, is entered into by and among the CITY OF MARINA, a chartered municipal corporation organized and existing under the laws and constitution of the State of California (the "City"), on behalf of itself and the District (defined below), MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company (the "Owner") and DUNES PROMENADE COMMERCIAL ASSOCIATION, a California non-profit, mutual benefit corporation (the "Association").

R E C I T A L S :

A. The Owner (and related entities) owns and intends to develop land within proposed Community Facilities District No. 2024-1 of the City of Marina (The Dunes West Side Services) (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq*. of the California Government Code) (the "Act") as incorporated into the Marina Municipal Code, with modifications, as Chapter 3.35 of the Marina Municipal Code.

B. The special taxes to be levied by the City within the District (the "Special Taxes") will be used to pay for the maintenance and operation of certain facilities serving the property within the District and related services, consisting generally of the maintenance of streets, sidewalks, curbs and gutters, landscaping, a publicly-accessible park, a publicly-accessible restroom, street lights, decorative lighting and storm drains generally described in the proceedings for the formation of the District and more specifically described in Exhibits A and A-1 to this Agreement (collectively, the "Services").

C. The Special Taxes will be levied by the City within the District pursuant to a special tax formula contained in the rate and method of apportionment of special tax attached hereto as Exhibit B (the "Rate and Method"). The rates at which the Special Taxes will be charged were derived based on an estimated annual budget for the Services, accumulation of capital reserves and annual administrative expenses that has been agreed to by the City, the Owner and the Association and that is attached hereto as Exhibit C (the "Approved Budget"). The Rate and Method establishes different Special Tax rates for developed property, generally defined as property that has received a building permit for new construction of a residential or non-residential structure ("Developed Property"), and undeveloped property ("Undeveloped Property") and provides for annual escalation of the Special Tax rates. (Capitalized terms that are used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Rate and Method.)

D. It is expected that the City shall be responsible for performing, or contracting for some of the Services, as identified in Exhibit A and Exhibit A-1 and referred to in this Agreement as the "City Services," and the Association shall be responsible for performing, or contracting for the remaining Services, as identified in Exhibit A and Exhibit A-2 and referred to in this Agreement as the "Association Services."

E. The purposes of this Agreement are to: (i) establish the process for calculating the annual levy of the Special Taxes for the Services; (ii) establish the standards to be adhered to by the City and the Association in performing the City Services and the Association Services, respectively; (iii) provide for the allocation of collected Special Taxes each year for Administrative Expenses, the City Services and the Association Services; and (iv) establish the process for the disbursement of the collected Special Taxes for Administrative Expenses, the City Services and the Association Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

Section 1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

Section 2. Calculation of Special Tax Requirement and Allocation of Special Taxes.

(a) The rates of Special Taxes have been derived such that, except as provided below, at the expected buildout of the District, 1.1% of the Special Taxes (as such percentage may be increased to reflect increased County Charge as provided below) shall be available annually to fund the City's costs of administering the levy, collection, and disbursement of the Special Taxes (the "Administrative Portion"), 59.8% shall be available for City Services (the "City Services Portion") and 39.1% shall be available for the Association Services (the "Association Services Portion"). As used herein, the term "Portion" refers to the City Services Portion and/or the Association Services Portion, as applicable given the context.

In order for the City, or its CFD Administrator, to calculate the Special Tax Requirement each fiscal year in accordance with the Rate and Method, no later than April 30 each year, the Association and City shall each prepare and provide to one another and Owner a budget for the following fiscal year (i.e., July 1 through June 30) (each, a "Budget"). Each party shall then have thirty (30) days to review and offer comments on the Budgets as to the compliance of the Budget with the Maintenance Standards (defined below) and the reasonableness or appropriateness of the costs detailed in the Budget.

The parties agree that the Administrative Portion of 1.1% of the Special Taxes assumes that the Administrative Portion includes a County administrative fee currently equal to 0.25% of the Special Taxes (the "County Charge"). The County Charge is retained by the County (not disbursed to the City). In the event the County Charge is increased, the Administrative Portion shall be increased to reflect the increased County Charge and the City Services Portion and Association Services Portion shall be decreased by a like amount, in proportion to their relative Portions of the Special Taxes.

(b) The Association Budget shall include detailed line items of: (i) the expected Annual Costs (defined below) of the Association Services; (ii) the required deposit to the Association Operating Reserve Account (defined below); (iii) any shortfall from the current fiscal year between the collected Special Taxes actually allocated to the Association for Association Services and the actual Annual Costs of the Association Services in the current fiscal year (an "Association Shortfall"); and (iv) the purpose and amount of any proposed expenditures from the Association Operating Reserve Account.

(c) The City Budget shall include detailed line items of: (i) the expected Annual Costs of the City Services; (ii) the required deposit to the City Operating Reserve Account (defined below); (iii) any shortfall from the current fiscal year between the collected Special Taxes actually allocated to the City for City Services and the actual Annual Costs of the City Services in the current fiscal year (a "City Shortfall"); and (iv) the purpose and amount of any proposed expenditures from the City Operating Reserve Account.

(d) For each fiscal year and prior to August 1 of the fiscal year, the Special Tax Requirement for the levy of the Special Taxes shall be determined by the City and shall equal (i) the amount required to fund Administrative Expenses, not to exceed the Administrative Portion, plus (ii) the sum of the amounts in items (b)(i)-(iii) of the Association Budget and items (c)(i)-(iii) of the City Budget, as such Budgets may be modified pursuant to the review and comment process discussed above, subject in all events to the Rate and Method.

(e) For purposes of this Agreement, the term "Annual Costs," shall mean the reasonable and necessary costs of providing the Services, including, without limitation, contract procurement, management and supervision, utility costs, and daily and periodic maintenance. The calculation of Annual Costs in each Budget shall not include any expenses for improvements that have not yet been completed, or are not reasonably expected to be completed in that or the following fiscal year.

(f) In the event of any dispute with respect to a Budget or any party's failure to submit a Budget that is not resolved prior to the date on which the City is required to set the Special Tax levy for a fiscal year, the City shall set the Special Tax Requirement for the applicable year based on the maximum Administrative Portion, City Services Portion and/or Association Services Portion, as applicable, as permitted under the Rate and Method, to ensure adequate moneys are available to fund the Administrative Expenses and the Services.

(g) In the event a party's Budget does not request the entire Portion to which such party is entitled, the other party shall be entitled to increase its Budget if necessary to fully fund the amounts in 2(b)(i)-(iii) or 2(c)(i)-(iii), as applicable, up to the amount by which the other party's Portion exceeds the amount of Special Taxes requested in the other party's Budget (which shall be in addition to such party's Portion). In such event, for purposes of distributions from the CFD No. 2024-1 Special Tax Account in the applicable fiscal year, such party's Portion shall be deemed to include the additional amount added pursuant to this paragraph.

Section 3. Allocation of Collected Special Taxes; Establishment and Maintenance of Annual Costs and Operating Reserve Accounts.

(a) Prior to the first levy of Special Taxes, the City and Association shall each establish the following separate accounts:

(i) The City shall establish a "CFD No. 2024-1 Special Tax Account" into which all Special Taxes received from the Monterey County Tax Collector shall be deposited;

(ii) The City shall establish an "Administrative Expense Account," "City Annual Costs Account," a "City Operating Reserve Account," and an "Association Operating Reserve Account;" and

(iii) The Association shall establish an "Association Annual Costs Account."

(b) Special Taxes collected each fiscal year and transferred by the County to the City shall first be deposited in the CFD No. 2024-1 Special Tax Account. The amount of expected Administrative Expenses used in the calculation of the Special Tax Requirement, not to exceed the Administrative Portion, shall be deposited in the Administrative Expense Account and disbursed by the City to fund actual Administrative Expenses. All remaining Special Taxes in the CFD No. 2024-1 Special Tax Account shall be disbursed in the following amounts:

(i) The amount in line items 2(c)(i)-(iii) of the City Budget shall be deposited in the City Annual Costs Account and City Operating Reserve Account, as applicable, not to exceed the City Services Portion of the total Special Taxes collected;

(ii) The amount in line items 2(b)(i)-(iii) of the Association Budget shall be deposited in the Association Annual Costs Account and Association Operating Reserve Account, as applicable, not to exceed the Association Services Portion of the total Special Taxes collected;

(iii) The amount remaining in the CFD No. 2024-1 Special Tax Account in excess of the amount disbursed pursuant to 3(b)(i) and (ii) above shall be disbursed to proportionately fund a City Shortfall and/or an Association Shortfall, to the extent not already funded through a disbursement from the CFD No. 2024-1 Special Tax Account pursuant to a City Budget or Association Budget, respectively; and

(iv) Any amount remaining in the CFD No. 2024-1 Special Tax Account after step (iii) shall be deposited proportionately (based on the parties' relative Portions) in the City Operating Reserve Account and Association Operating Reserve Account.

The parties acknowledge that Special Taxes are received by the City periodically and that the City will disburse moneys as provided above over the course of each fiscal year, but shall not be required to disburse moneys more frequently than twice per fiscal year (which is expected to occur following the City's receipt of Special Taxes in December and April in each fiscal year). Such distributions shall be made (following disbursement of the entire Administrative Portion) to the City and Association on a pro-rata, proportional basis, based on the City Services Portion and the Association Services Portion.

(c) Funds may be disbursed from the City Annual Costs Account and the Association Annual Costs Account only to pay or reimburse the actual Annual Costs of the City Services and Association Services, respectively. Funds shall be disbursed from the City Operating Reserve Account and Association Operating Reserve Account, respectively, only to pay or reimburse (a) the Annual Costs of the City Services and/or Association Services to the extent of a shortfall in the Special Taxes collected that fiscal year to meet budgeted Annual Costs and (b) the actual costs of replacing or restoring the improvements that are the subject of the City Services and Association Services, respectively.

(d) The Association shall receive a disbursement from the Association Operating Reserve Account by submitting a request for disbursement (a "Disbursement Request") to the City Manager, or his or her designee, with the following information:

(i) detailed description of the particular Association Services for which the disbursement is required; and

(ii) the actual replacement or restoration costs for which the disbursement is required based on an approved contract or contracts executed by the Association and awarded to the lowest responsible bidder for such work, which contract(s) and documentation shall be provided to the City upon request.

Notwithstanding the foregoing, approval of each Disbursement Request shall be conditioned on the Association's continued provision of public access and use of the publicly-accessible restroom and park improvements that are part of the Association Services. The City will reasonably approve or disapprove each Disbursement Request in writing within thirty (30) days of the submittal of a complete Disbursement Request (including required documentation of actual or proposed expenditures in the form of contract(s) and invoices). The disbursements of funds from the Association Operating Reserve Account shall then be made as payments are required pursuant to the applicable contract(s).

Section 4. Annual Reconciliation and Periodic Reserve Study. By September 1 of each year, the Association and the City shall provide to each other and the Owner an accounting of the actual Annual Costs incurred for the Association Services and City Services, respectively, and the amounts and descriptions of all expenditures from the Association Operating Reserve Account and City Operating Reserve Account in the prior fiscal year. Every five years, the City and Association shall each obtain and provide to one another a third party reserve study (each, a "Periodic Reserve Study") to determine the amounts required in, and timing of, expected disbursements from their respective Operating Reserve Accounts to fund the actual replacement or restoration of the improvements maintained through the City Services and Association Services, respectively, based on the Maintenance Standards. Each Periodic Reserve Study shall serve as the basis for determining when an Operating Reserve Account has been fully funded for the purposes of the annual Budgets provided by the City and Association, respectively, and will be used by the City and Association to plan for capital replacements of facilities which are the subject of the Services.

Section 5. Service Standards. The Budgets shall be based on the level of City Services and Association Services as described in Exhibit D to this Agreement (the "Maintenance Standards"). The Maintenance Standards include annual ongoing services and maintenance as well as the criteria for the replacement of improvements with funds in the respective Operating Reserve Accounts. If a party to this Agreement believes the other party has budgeted for and received Special Taxes sufficient to perform its Services in compliance with the Maintenance Standards but has not performed such Services in compliance with the Maintenance Standards, it shall provide a written notice of such alleged failure including a detailed description of such non-compliance. Subject to available amounts in the City Annual Costs Account, the City Operating Reserve Account, the Association Annual Costs Account, and the Association Operating Reserve Account, as applicable, the party that is purportedly out of compliance shall, within thirty (30) days of such notice, correct or commence to correct such non-compliance or provide written evidence that it is, in fact, in compliance with the Maintenance Standards or that insufficient Special Taxes have been received by such party to perform the Services as described in the notice of non-compliance. The Maintenance Standards may be supplemented or modified through an amendment to Exhibit D approved by the City Manager and Association. Nothing in this Agreement shall be construed to require either party to perform Services except to the extent such Services can be paid for with available Special Taxes deposited to the accounts established for use by the applicable party under this Agreement.

Section 6. Association Services on City Property. Some of the Association Services include the maintenance of improvements within City street right-of-way. The Association shall enter into a Right-of-Entry Agreement with the City which shall establish the terms and conditions pursuant to which the Association may access City Right-of-Way to perform the Association Services, including insurance and indemnification requirements.

Section 7. Termination. This Agreement shall remain in effect for as long as the District is authorized to levy the Special Taxes and, except as provided below, shall terminate at the end of the final fiscal year in which the Special Taxes are authorized to be levied and all disbursements have been made that are required by this Agreement. If the publicly-accessible restroom and park that are a part of the Association Services are no longer made available for public use, or the Association ceases to provide the Association Services (each, an "Association Event of Default"), the City may elect to terminate this Agreement after written notice to the Association that describes the Association Event of Default in detail and the failure of the Association to cure the applicable Association Event of Default within ninety (90) days following such written notice.

Section 8. Assignment. The Association may assign its interest in this Agreement only to another entity that will perform the Association Services and only with the written consent of the City, which consent shall not be unreasonably withheld.

Section 9. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

Section 10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

Section 11. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

Section 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 14. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the Association and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 15. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 16. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

City	City of Marina 211 Hillcrest Avenue Marina, CA 93933 Attn: City Manager Telephone: (831) 884-1278

Email: llong@cityofmarina.org

Association	Dunes Promenade Commercial Association c/o RowCal 24600 Silver Cloud Court, Suite 103 Monterey, CA 93940 Attn: Justin Sacoolas Telephone: (831) 205-5994 Email: justin.sacoolas@rowcal.com
Owner	Marina Community Partners, LLC 90 Tenth Street Marina, CA 93933 Attention: Don Hofer, Vice President Telephone: (925) 245-3600 Email: don.hofer@sheahomes.com

The contact information for any party to this Agreement may be changed by written notice to all parties.

Section 17. Commitment of Special Taxes. The Special Taxes are hereby committed for the term of this Agreement to the City and the Association for the funding of Administrative Expenses and Services for the benefit of the residents of the City, in general, and the property owners and residents within the District, provided the Association continues to provide the Association Services and the areas maintained through the Association Services remain publicly-accessible and of benefit to the residents of the City. If the Special Taxes are revoked, repealed or otherwise cancelled, the obligation of the City to provide the City Services and the Association to provide the Association Services shall be terminated.

Section 18. Dispute Resolution. Disagreements or disputes among the parties to this Agreement or possible defaults in the performance of obligations of a party may occur from time to time (each, a "Dispute"). Such Disputes may include, but not be limited to, disagreements with respect to the proposed annual Budget provided by the City or Association, a request for disbursements from the Association Operating Reserve Account, the disbursements from the City Annual Costs Account, City Operating Reserve Account, Association Annual Costs Account or Association Operating Reserve Account, or the Periodic Reserve Studies prepared in accordance with Section 4, or a Party's compliance with the Maintenance Standards pursuant to Section 5. All such Disputes shall be resolved in accordance with the Dispute Resolution Process set forth in Exhibit E to this Agreement.

Section 19. Compliance with Laws. The City and the Association shall each perform the Services in compliance with all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the County, City, or any other political subdivision in which the District is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the District or the Services, including without limitation all applicable state labor standards, public contracting requirements, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Marina Municipal Code, and all applicable disabled and handicapped access requirements. Association, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., and its implementing regulations, if applicable, regarding the payment of prevailing wages and, if applicable, federal prevailing wage laws (together, the

"Prevailing Wage Laws"), if and to the extent such laws are applicable to the Services. Association shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and City makes no representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Association Services, or any part thereof. Association hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold City and its officers, employees, agents and representatives harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Association's acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Services.

Section 20. Further Actions. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required information and writing and take any actions as may be reasonably necessary under the terms of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF MARINA

By:______________________________
City Manager

ATTEST:

____
City Clerk

DUNES PROMENADE COMMERCIAL ASSOCIATION, a California non-profit, mutual benefit corporation

By:______________________________

MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company

By: Shea Homes Limited Partnership, a California limited partnership
Its: Managing Member

By:______________________________
Its:______________________________

By:______________________________
Its:______________________________

EXHIBIT A
[Description of Services]

The Community Facilities District will fund, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs, expenses and related reserves:

City Services (as described below and with respect to the areas and facilities depicted in Exhibit A-1)

- Street Maintenance
- Sidewalk Maintenance
- Curb and Gutter Maintenance
- Storm Drain Maintenance
- Street Light Maintenance (City standard streetlights within City right of way)

Association Services (as described below and with respect to the areas and facilities depicted in Exhibit A-2)

- Village Square Park Maintenance
- Landscape Maintenance within City Right of Way
- Maintenance of Publicly-Accessible Restroom Facilities
- Decorative Lighting Maintenance

EXHIBIT A-1
[Depiction of City Services]

[See Attached]

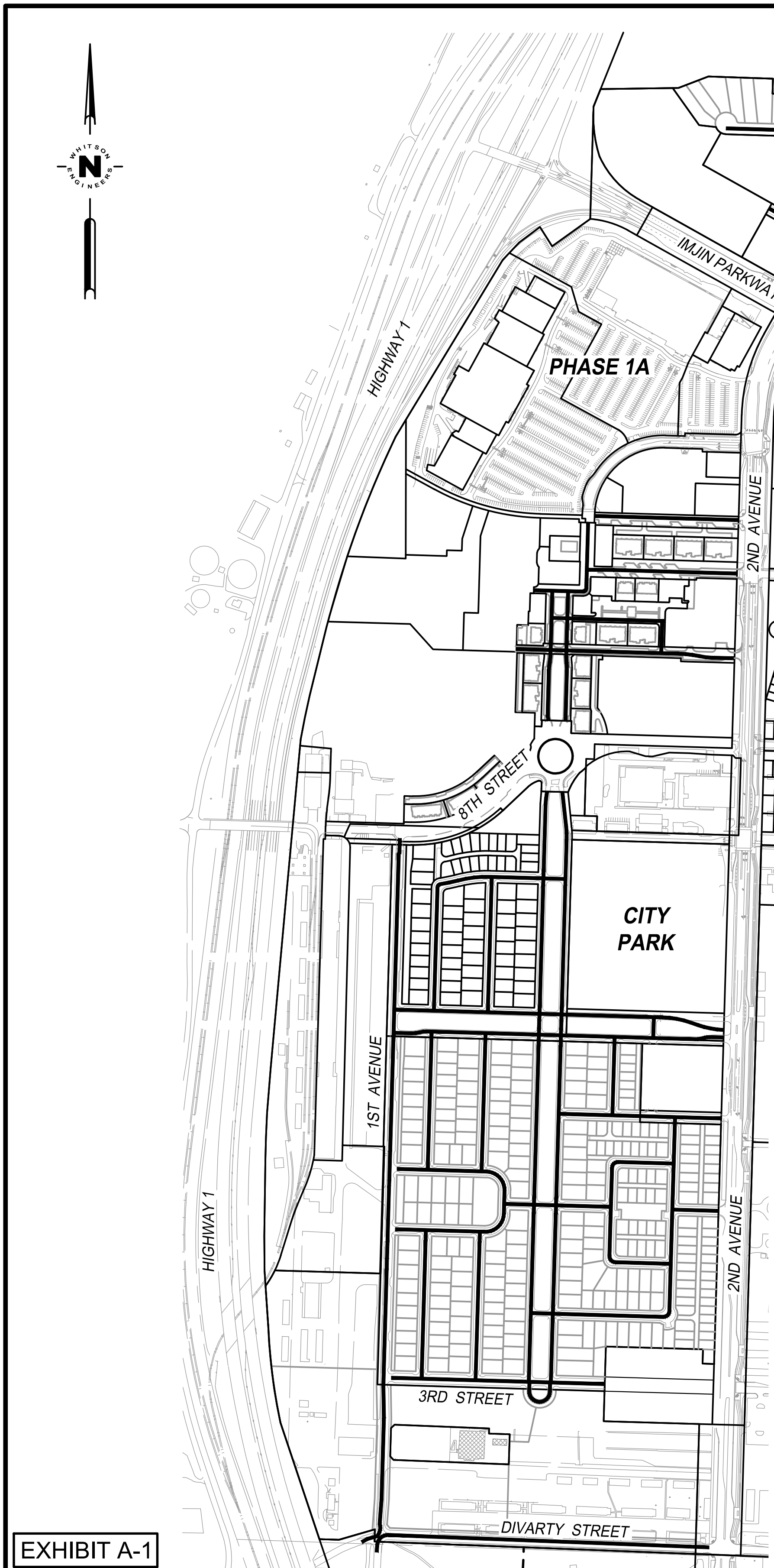


EXHIBIT A-1

LEGEND:

CITY CFD MAINTAINED STREETS

CITY SERVICES:

- STREETS (AC PAVEMENT AND CONCRETE SIDEWALK)
- STORM DRAIN FACILITIES (PIPE AND CHAMBERS)
- LIGHTING (WITHIN SUBJECT RIGHT-OF-WAYS)

Whitson ENGINEERS

THE DUNES ON MONTEREY BAY

CITY OF MARINA CALIFORNIA

CITY CFD MAINTENANCE AREAS

DRAWING PATH: T:\Monterey Projects\3140\CAD\EXHIBITS\WE\CFD\XB-CFD-MAINT-RECORD.dwg

DATE:	11/1/2024
SCALE:	NONE
DRAWN:	IPB
CHECKED:	APH
PROJECT No.:	3140.46

SHEET 1 OF 13

WHITSON ENGINEERS - 6 HARRIS COURT - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024

LEGEND

PUBLIC SIDEWALK

PAVEMENT

HC

CURB RAMP

VERTICAL CURB

CURB & GUTTER

STORM DRAIN FILTER BLANKET

SD

24" PERFORATED DRAIN PIPE

STORM DRAIN MANHOLE

CATCH BASIN

STREET LIGHTS

0' 20' 40' 80'

SCALE: 1"=40'

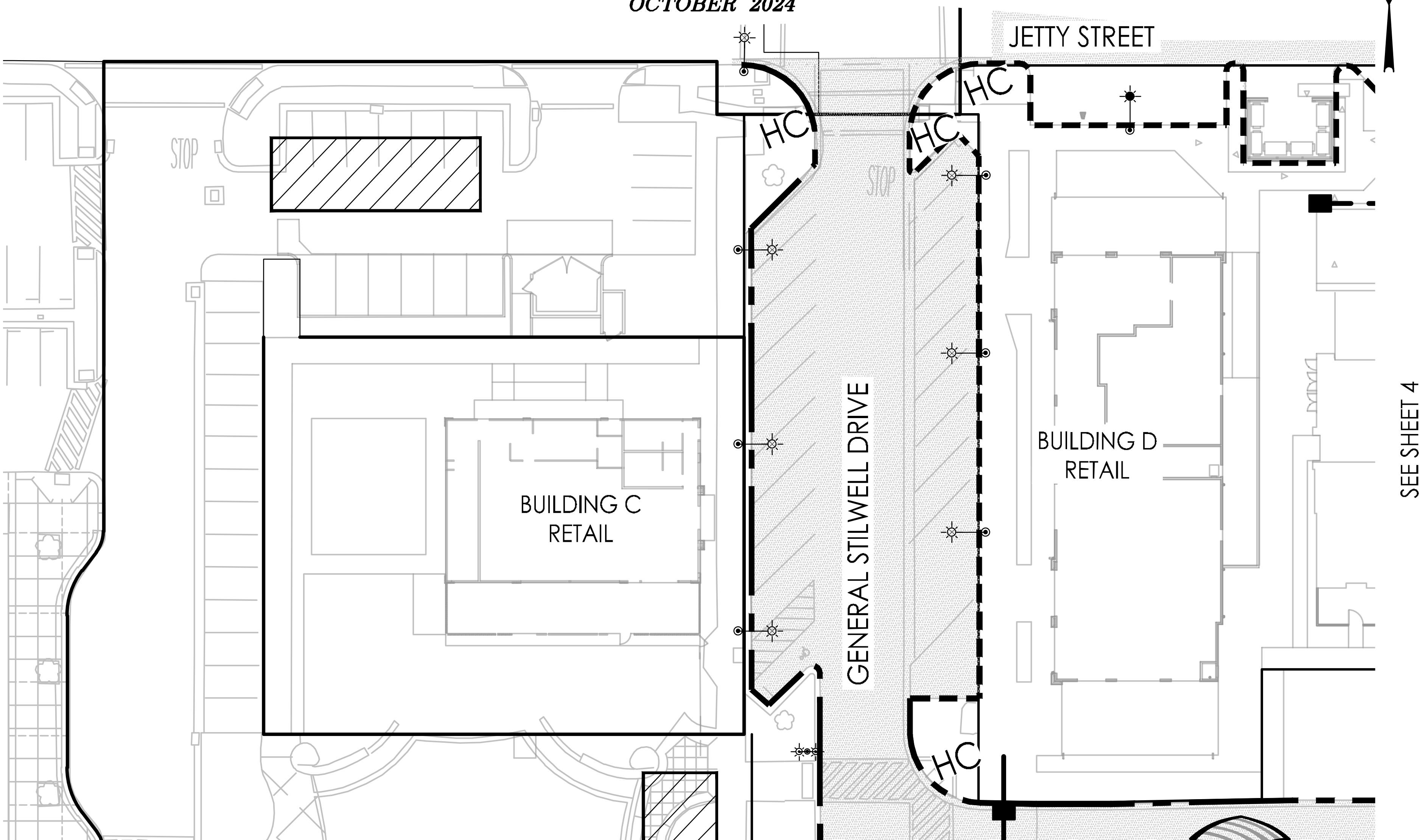
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD ROAD, STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



0' 20' 40' 80'

SCALE: 1"=40'

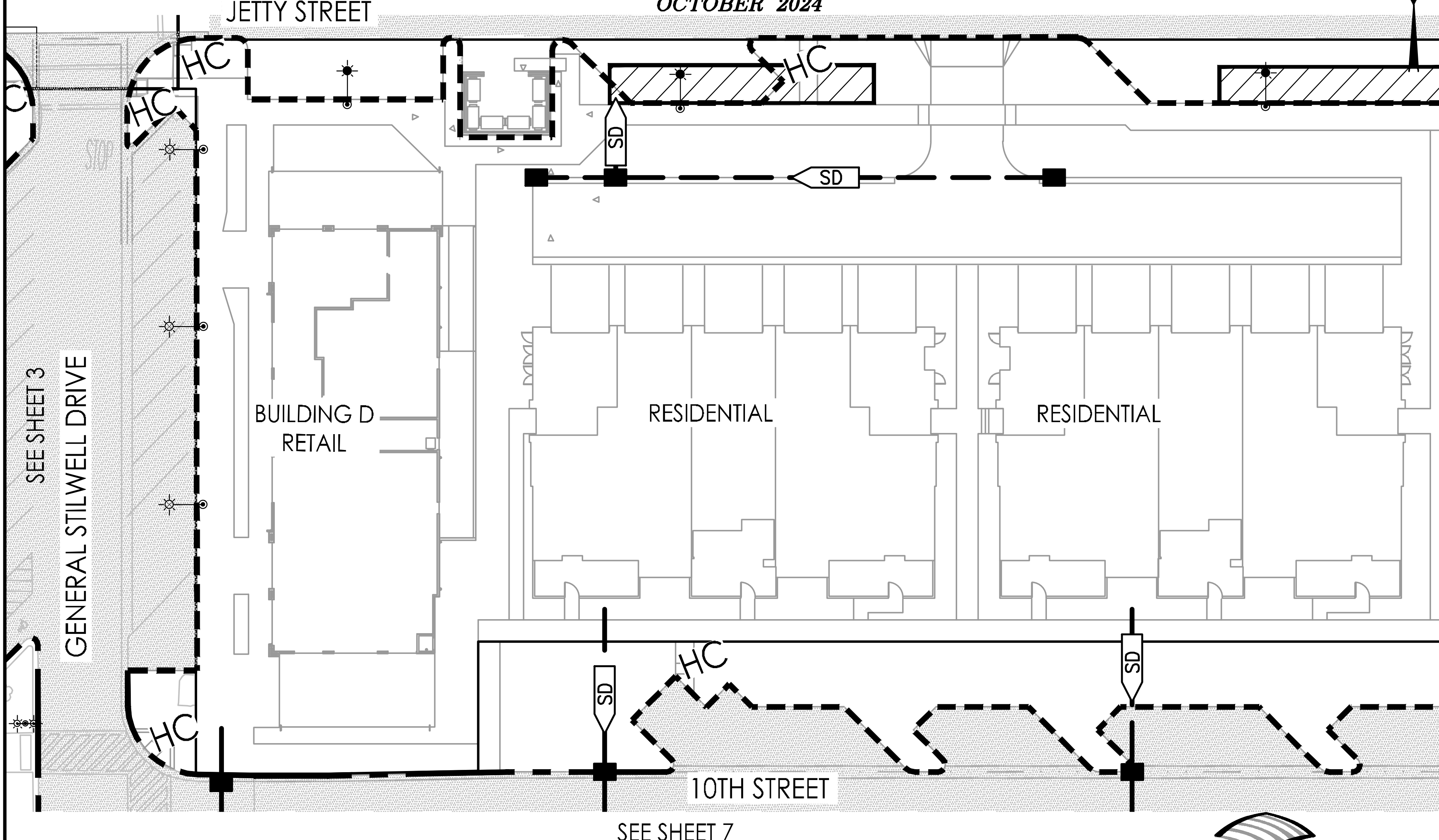
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD ROAD, STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



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SCALE: 1"=40'

WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3875 HOPYARD ROAD, STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

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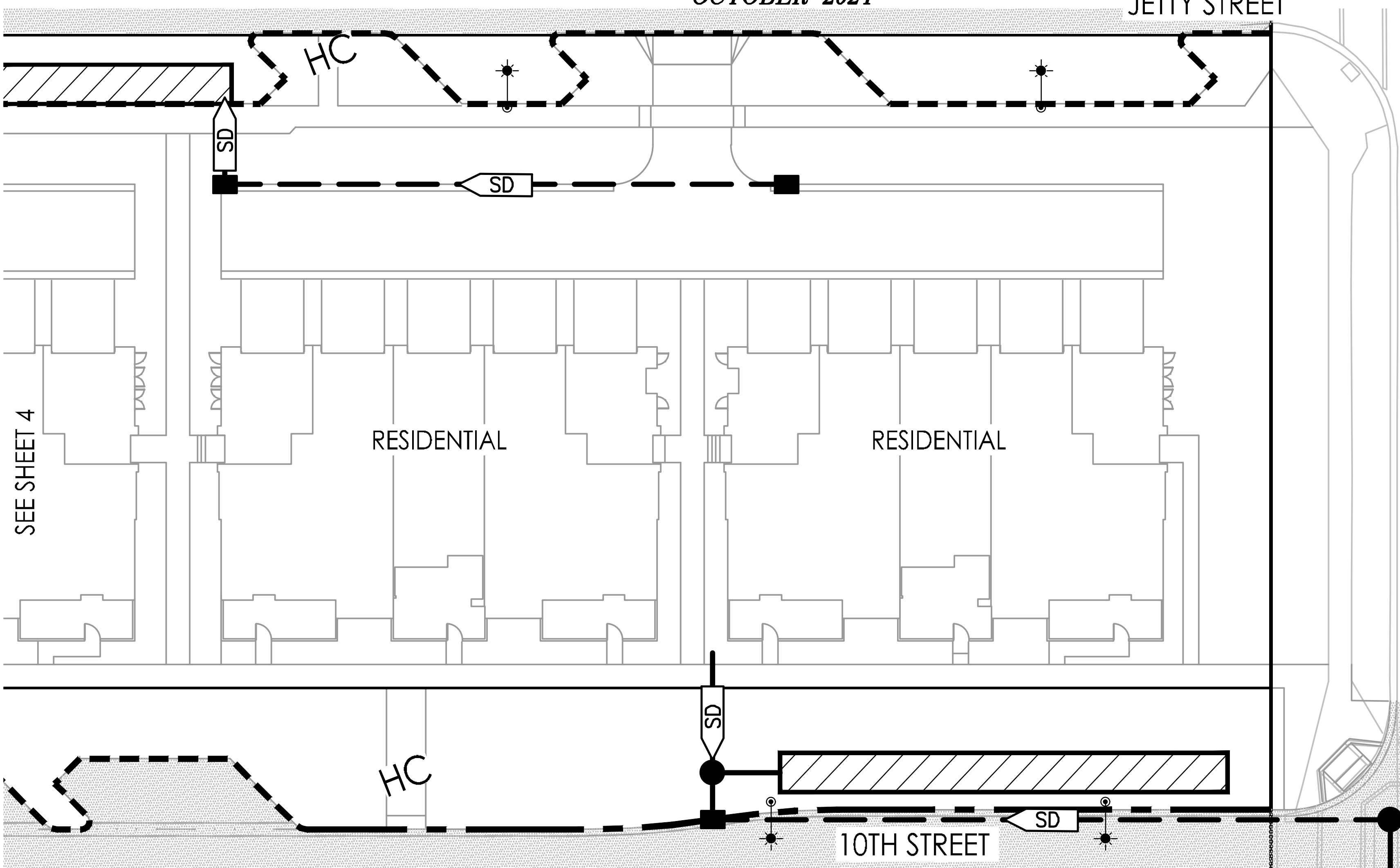
A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



SEE SHEET 6

0' 20' 40' 80'

SCALE: 1" =40'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD ROAD, STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

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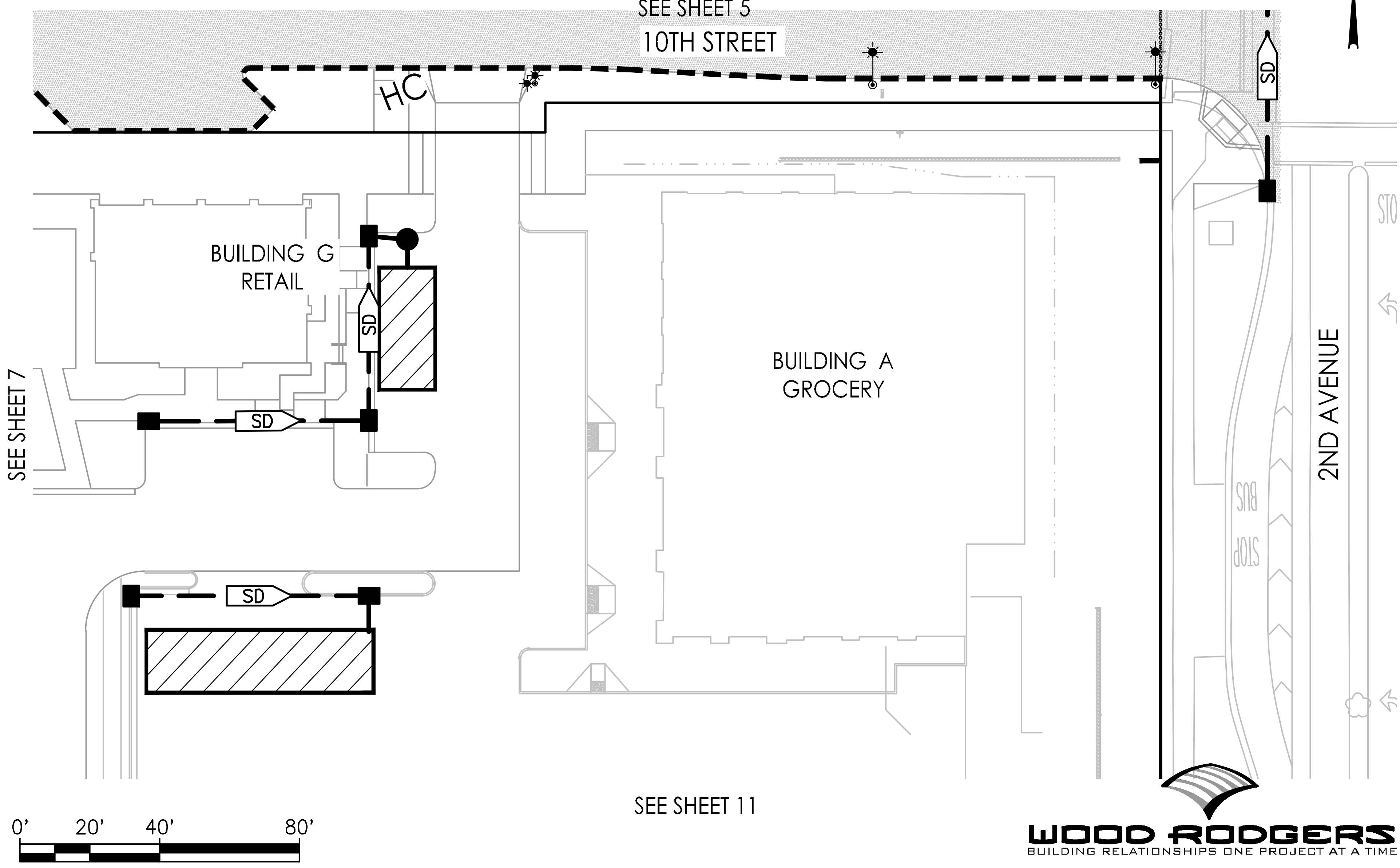
A-1 CITY CFD MAINTENANCE AREAS
THE DUNES PROMENADE
MARINA, CALIFORNIA

OCTOBER 2024



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD ROAD, STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

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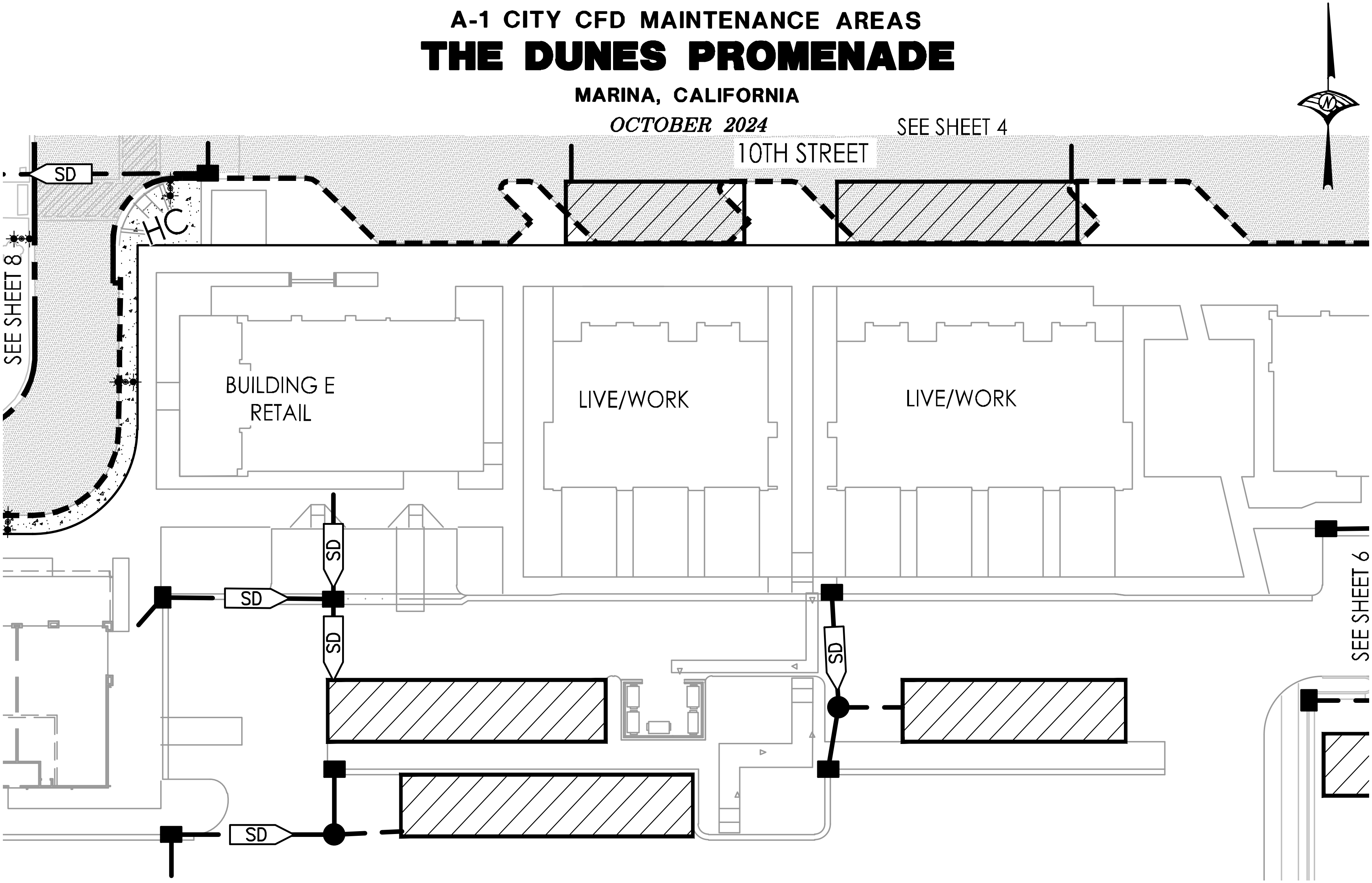
A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



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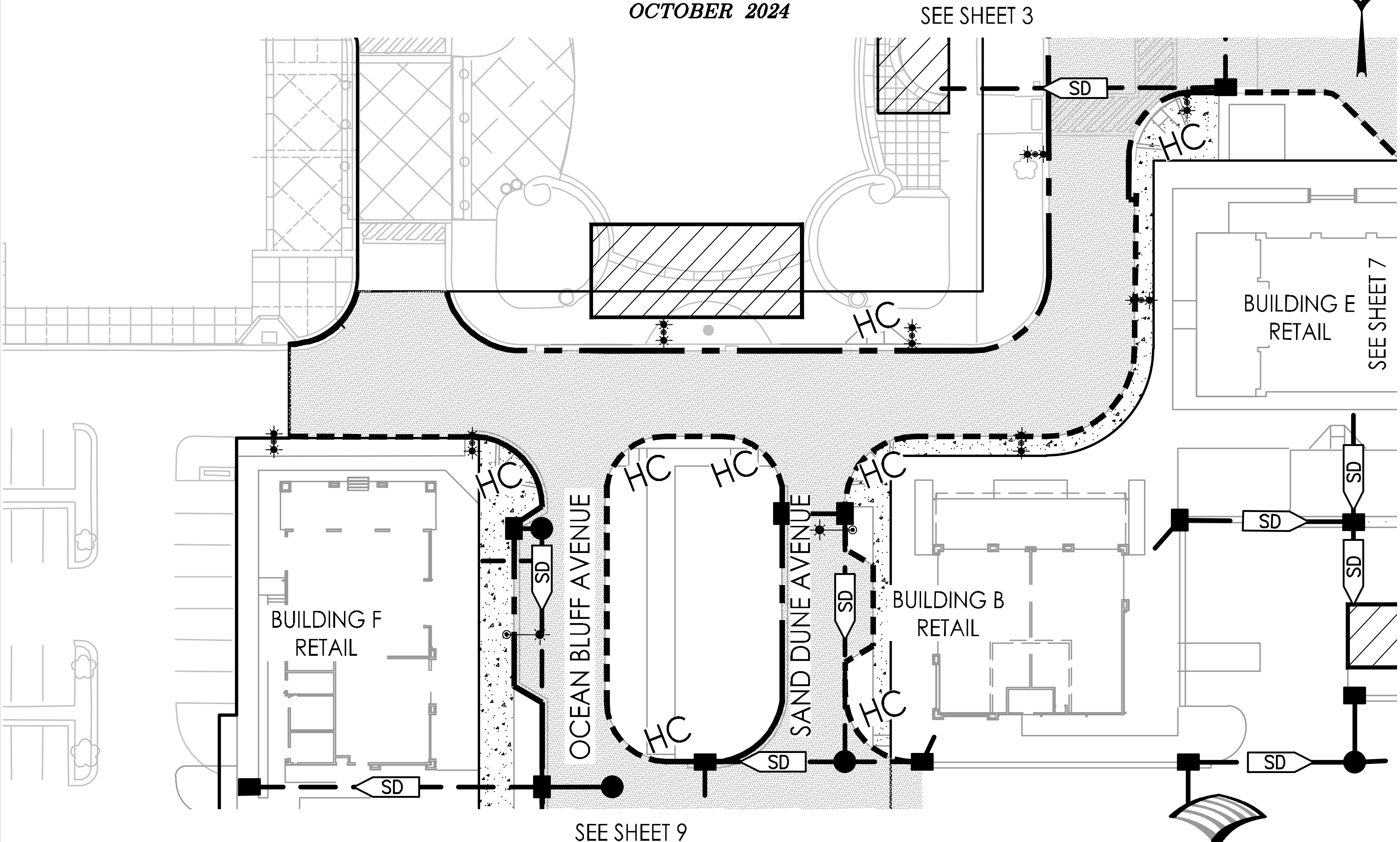
A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



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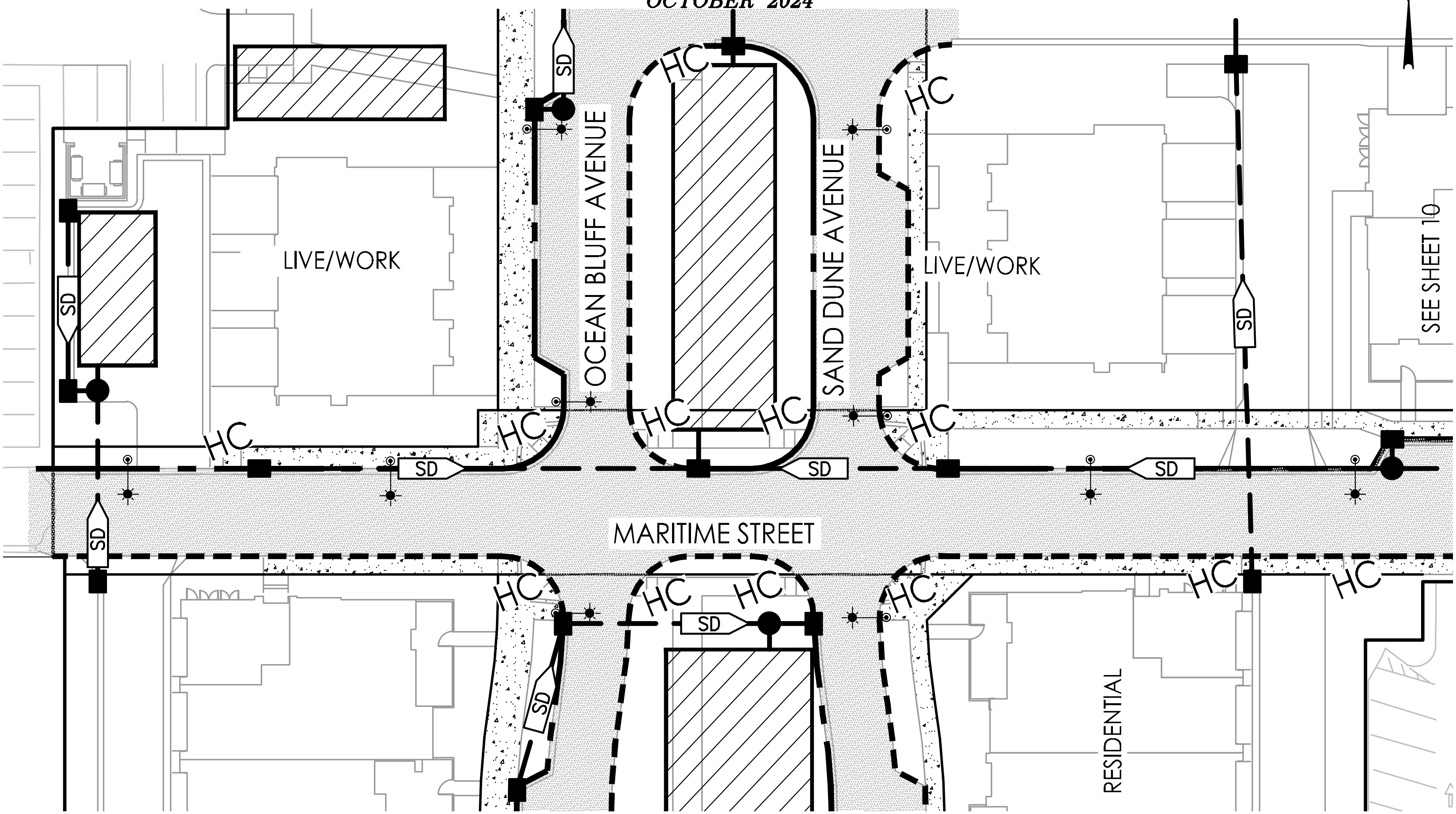
A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024

SEE SHEET 8



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THE DUNES PROMENADE

MARINA, CALIFORNIA

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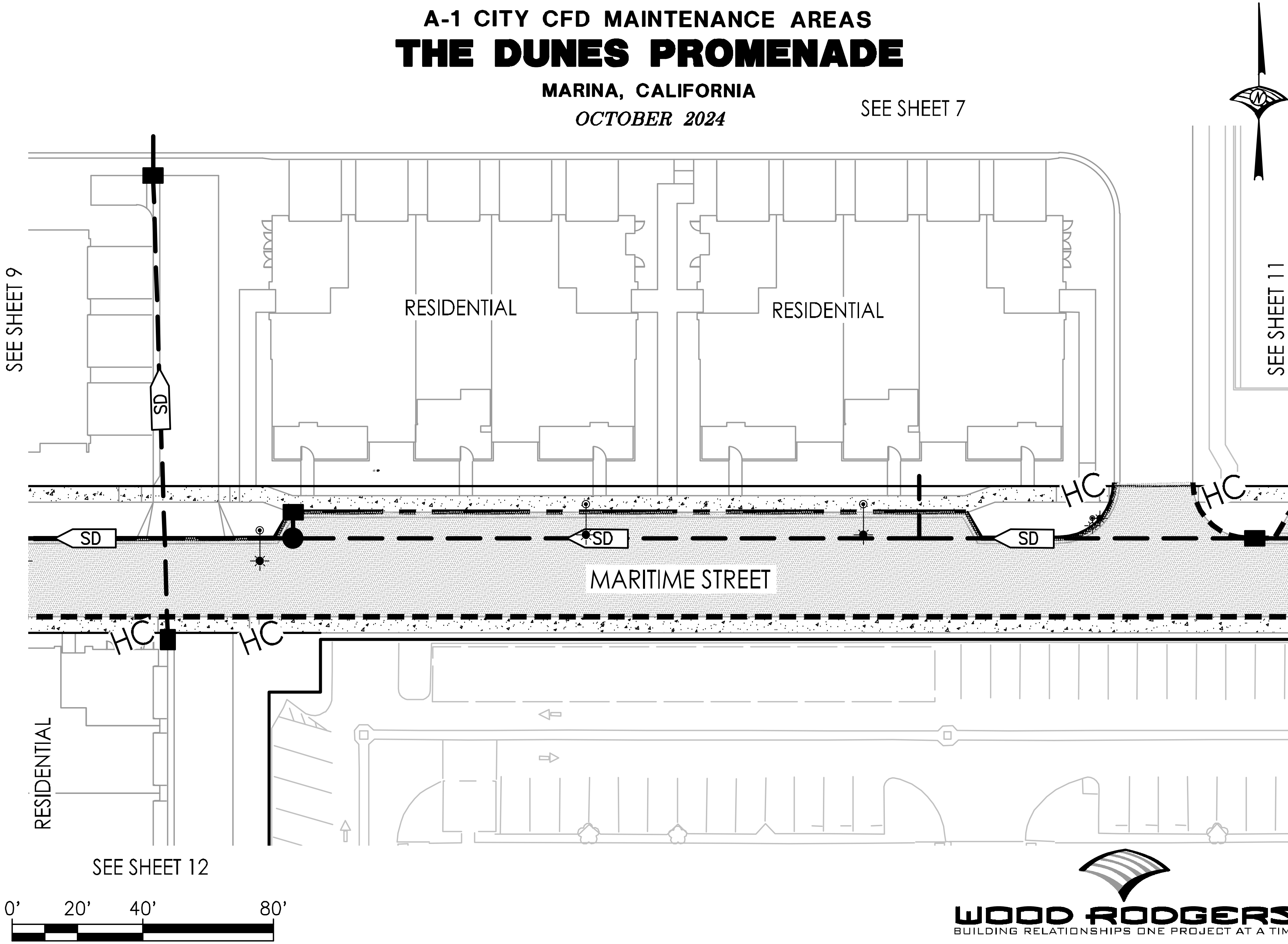

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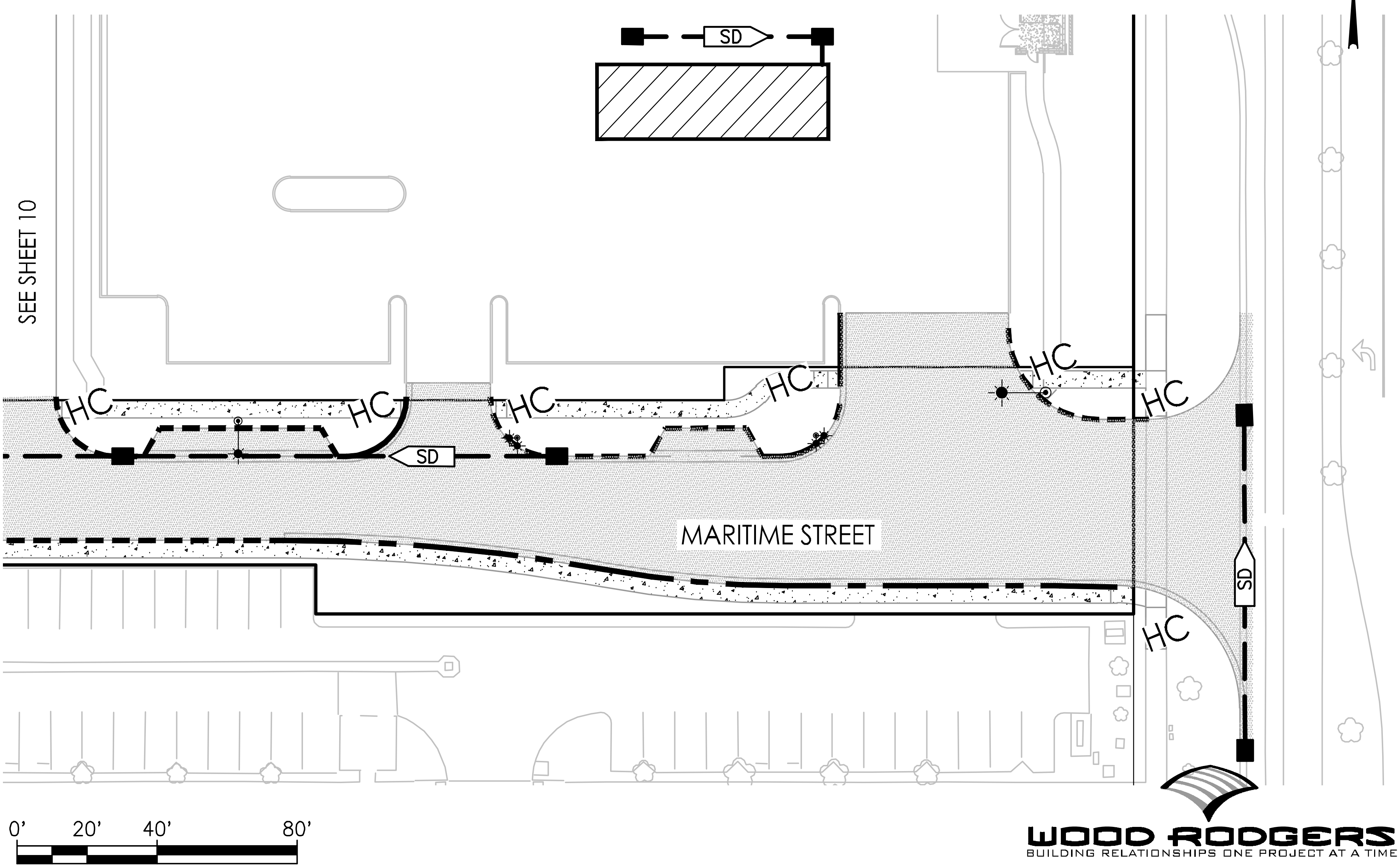
A-1 CITY CFD MAINTENANCE AREAS
THE DUNES PROMENADE
MARINA, CALIFORNIA

OCTOBER 2024



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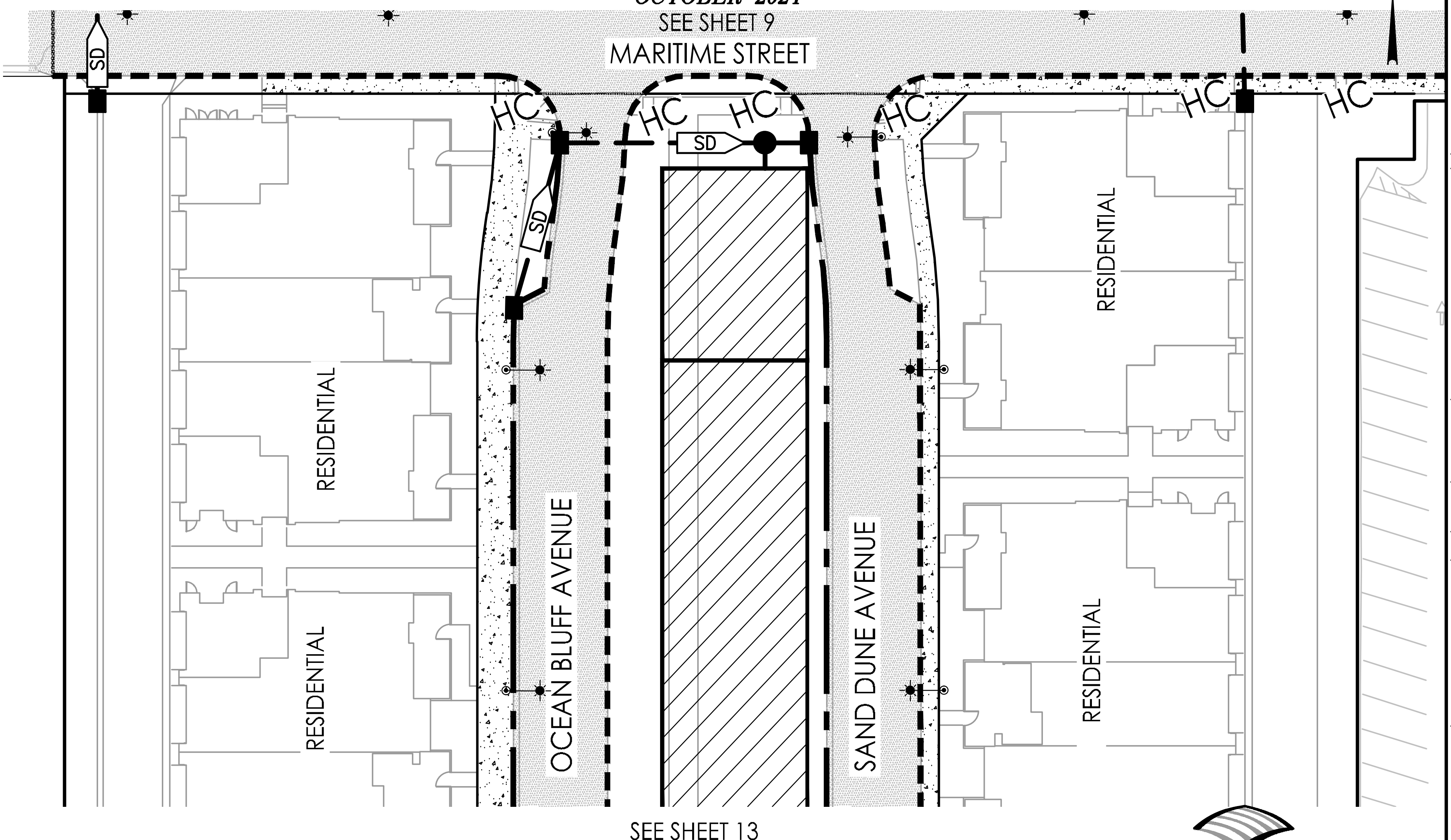
THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024



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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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PLEASANTON, CA 94588 FAX 925.847.1557

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A-1 CITY CFD MAINTENANCE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024

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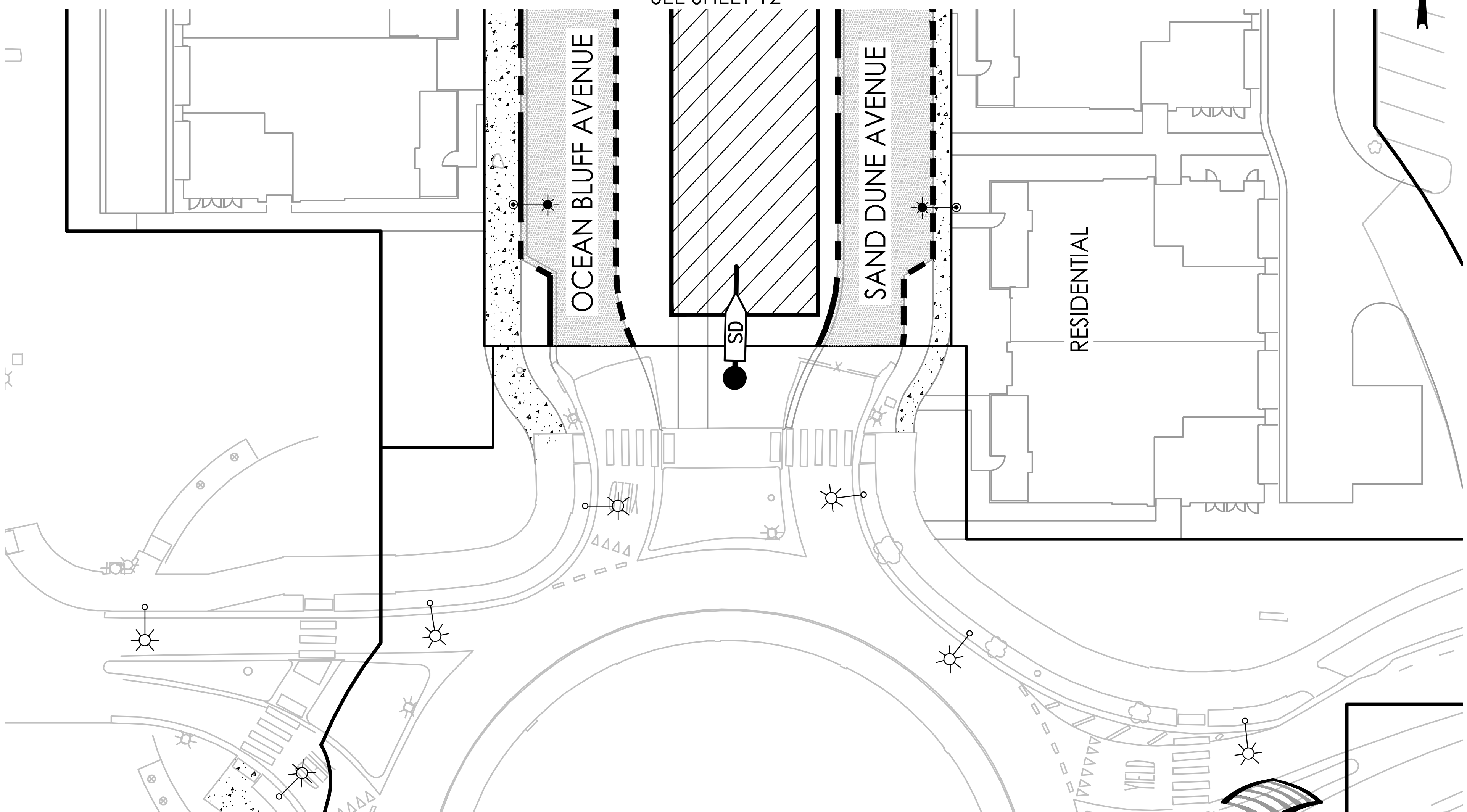

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EXHIBIT A-2
[Depiction of Association Services]

[See Attached]

A-2 COA SERVICE AREAS

THE DUNES PROMENADE

MARINA, CALIFORNIA

OCTOBER 2024

LEGEND	
MAINTENANCE BY	LOCATION
COMMERCIAL ASSOCIATION	PARK & LANDSCAPE
	PUBLICLY–ACCESSIBLE RESTROOM FACILITIES
	DECORATIVE LIGHTING

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD RD., STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

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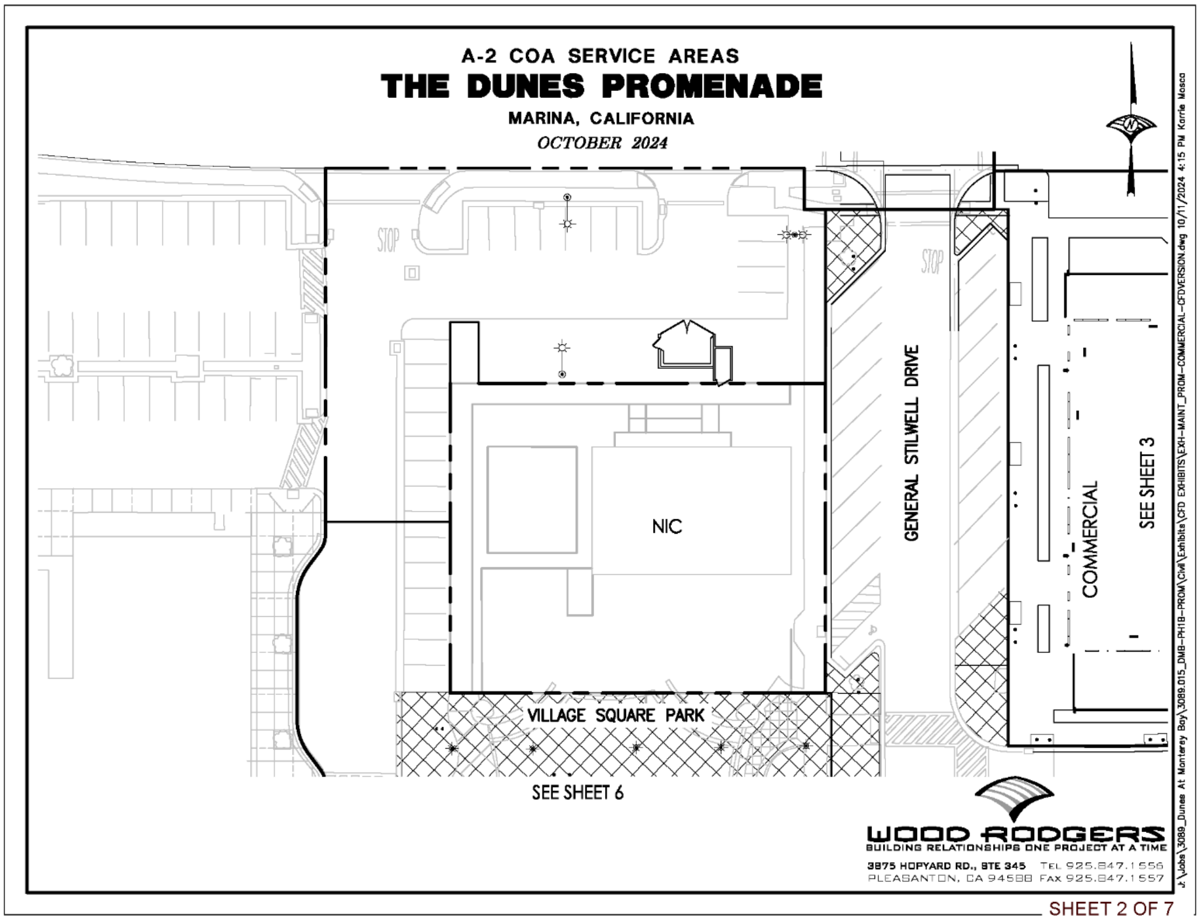
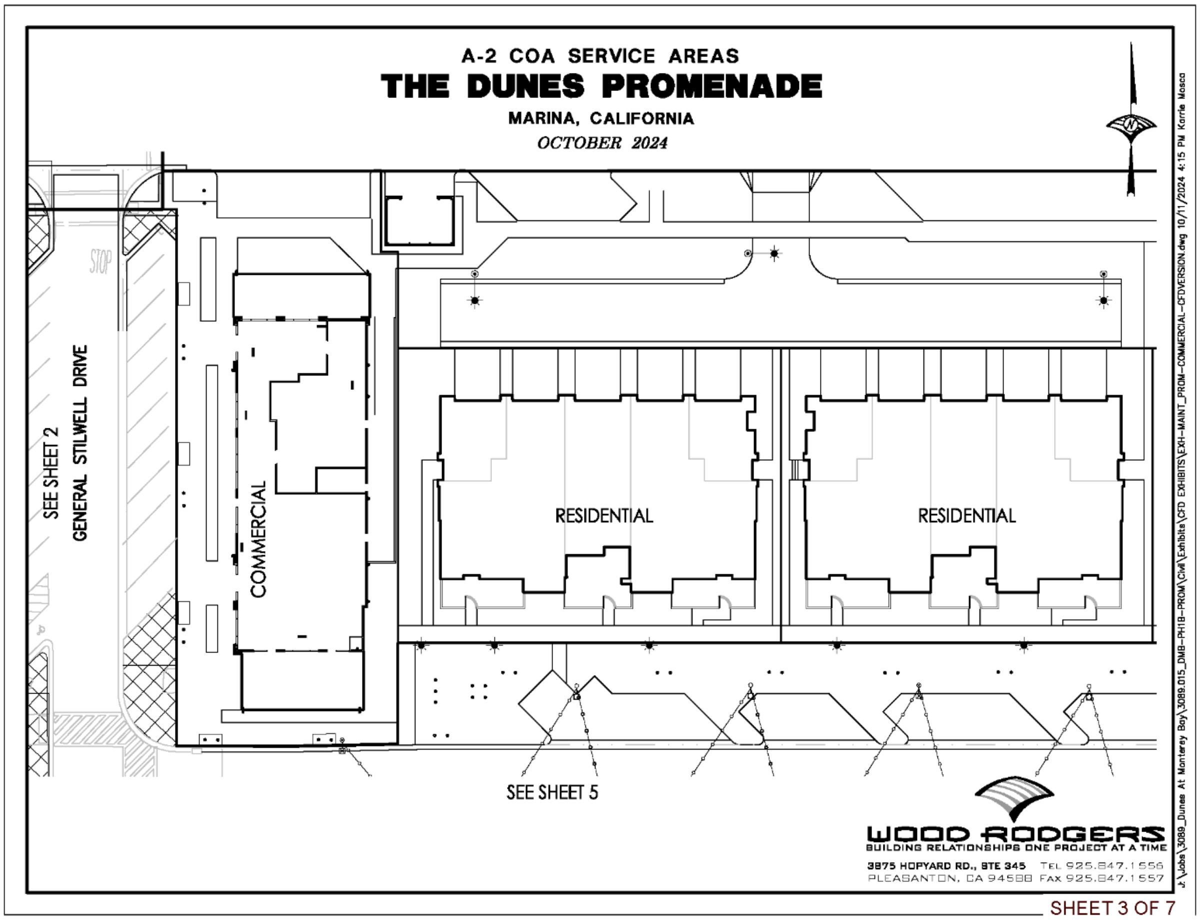

A-2 COA SERVICE AREAS
THE DUNES PROMENADE
MARINA, CALIFORNIA
OCTOBER 2024
STOP
NIC
GENERAL STILWELL DRIVE
COMMERCIAL
SEE SHEET 3
VILLAGE SQUARE PARK
SEE SHEET 6
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD RD., STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557
SHEET 2 OF 7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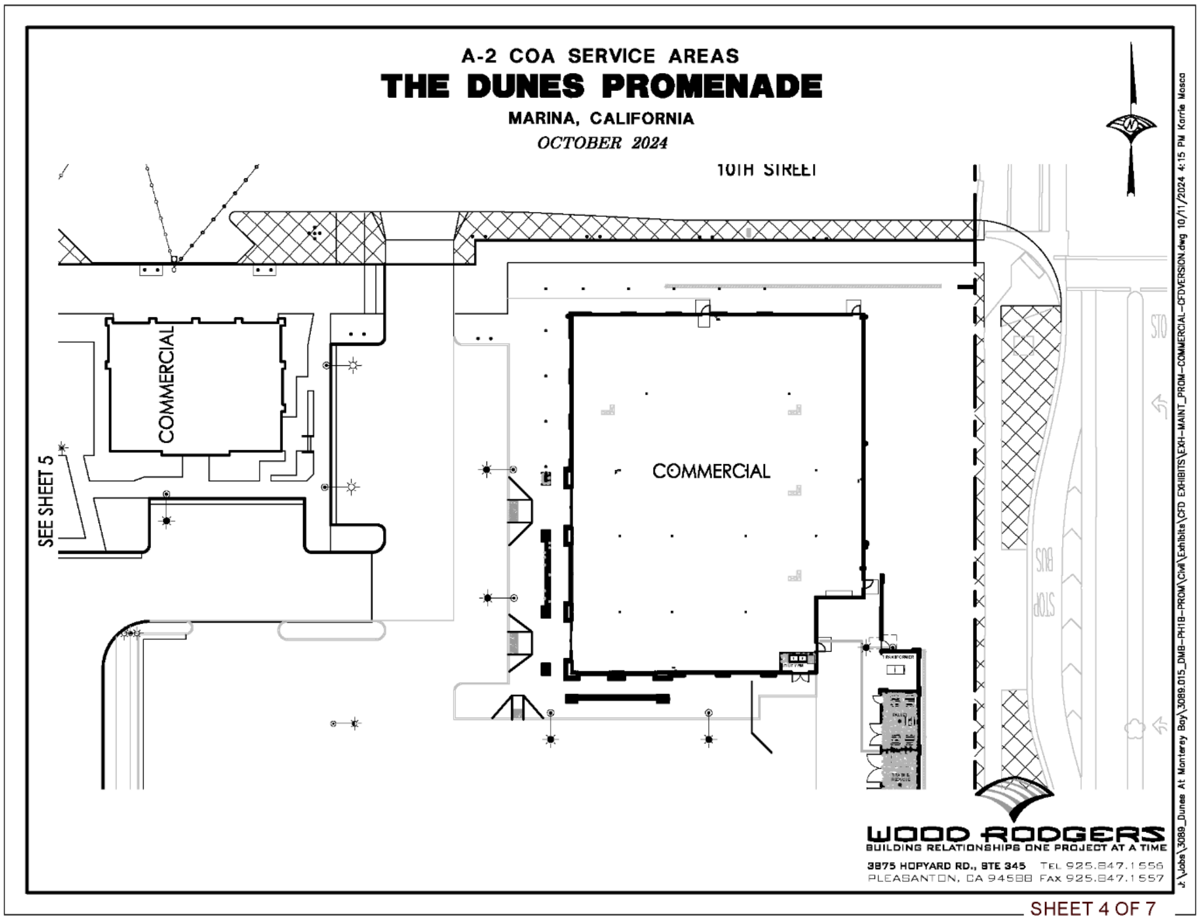
THE DUNES PROMENADE
MARINA, CALIFORNIA
OCTOBER 2024
SEE SHEET 2
GENERAL STILWELL DRIVE
COMMERCIAL
RESIDENTIAL
RESIDENTIAL
SEE SHEET 5
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD RD., STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557
SHEET 3 OF 7



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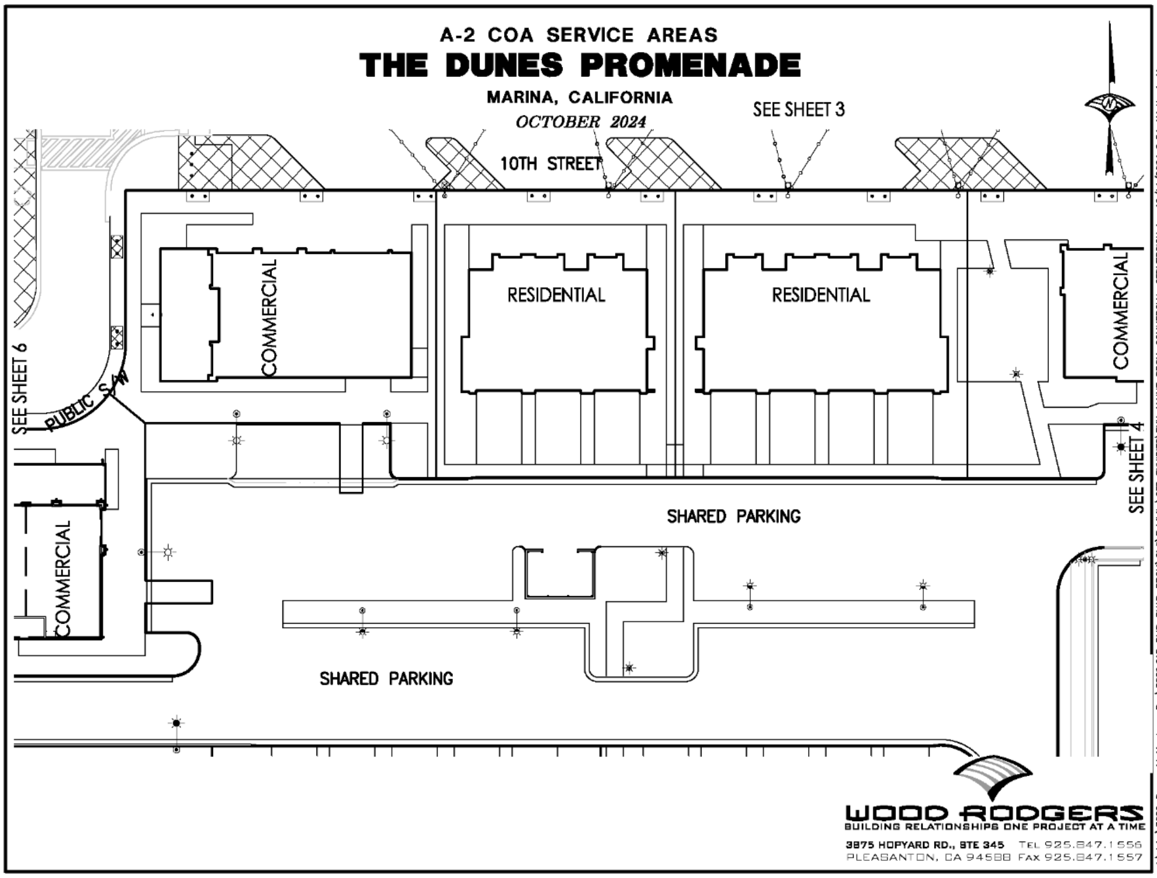
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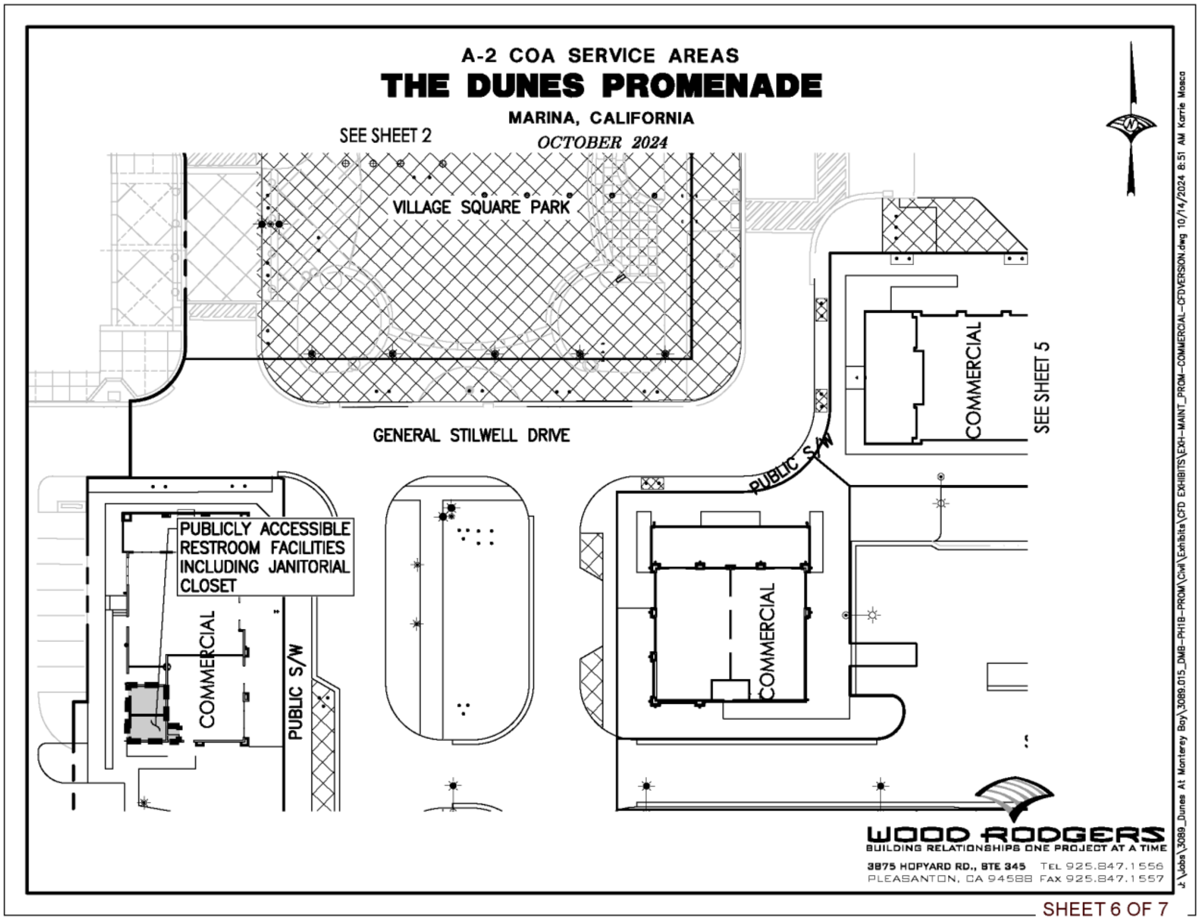
THE DUNES PROMENADE
MARINA, CALIFORNIA
OCTOBER 2024
SEE SHEET 3
10TH STREET
COMMERCIAL
RESIDENTIAL
RESIDENTIAL
COMMERCIAL
SEE SHEET 6
PUBLIC S/W
SEE SHEET 4
SHARED PARKING
COMMERCIAL
SHARED PARKING
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3875 HOPYARD RD., STE 345 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

SHEET 5 OF 7



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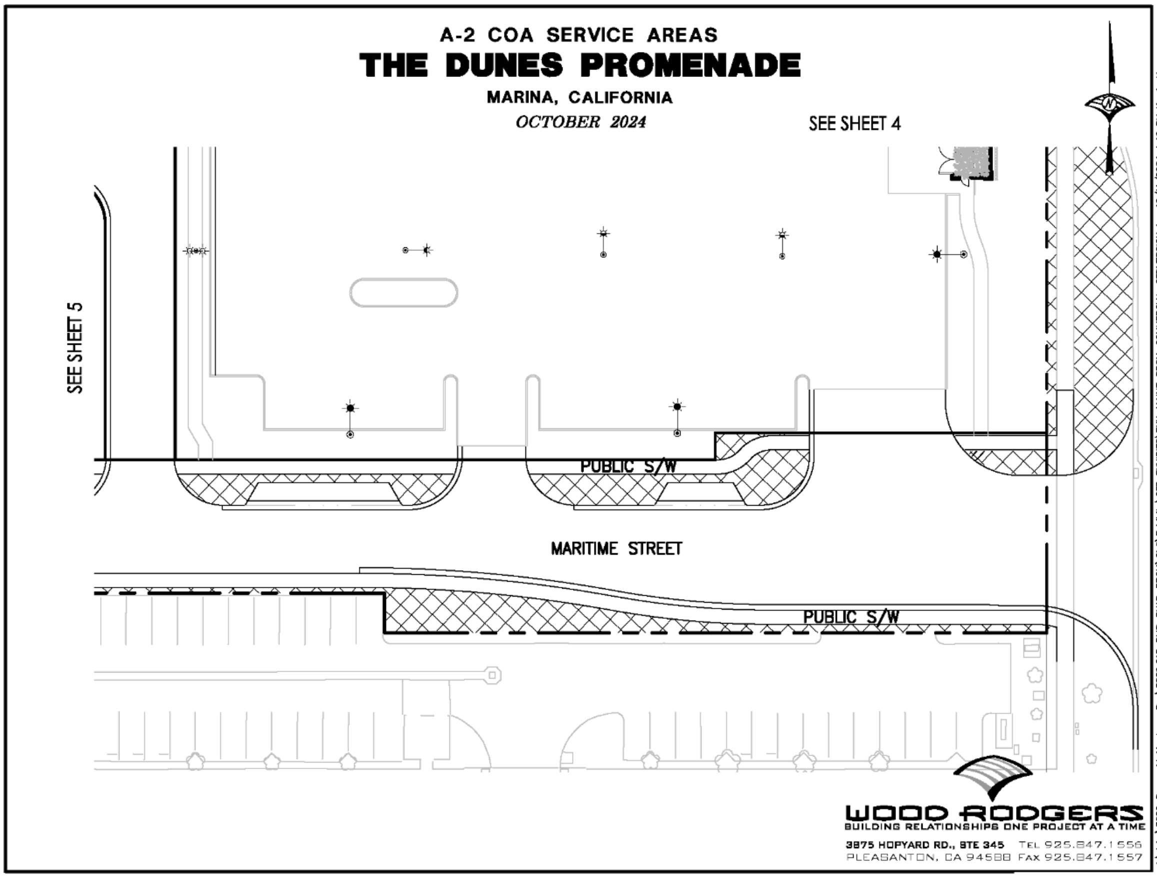
A-2 COA SERVICE AREAS
THE DUNES PROMENADE
MARINA, CALIFORNIA
OCTOBER 2024
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PUBLIC S/W
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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SHEET 7 OF 7

EXHIBIT B
Rate and Method of Apportionment

[See Attached]

EXHIBIT B

CITY OF MARINA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(THE DUNES WEST SIDE SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2024-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to administration of the CFD: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City, a designee thereof, or both); costs of collecting the Special Taxes; costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City for any other administrative purposes of the CFD, including attorney's fees, costs associated with annexations to the CFD, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at CFD Formation.

"CFD" or **"CFD No. 2024-1"** means the City of Marina Community Facilities District No. 2024-1 (The Dunes West Side Services).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Marina.

"City Council" means the City Council of the City of Marina, acting as the legislative body of the CFD.

"County" means the County of Monterey.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 1 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the percentage increase, if any, in the Construction Cost Index for the San Francisco region in the twelve (12)-month period ending June 1 of the prior Fiscal Year, as published in the Engineering News Record (or other comparable source if the Engineering News Record is discontinued or otherwise not available), or (ii) four percent (4.0%). If, in any Fiscal Year, it is determined that the Construction Cost Index decreased in the prior Fiscal Year, the Escalation Factor shall be zero, and there shall be no corresponding decrease in the Maximum Special Taxes calculated pursuant to Section C below.

"Final Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a building permit can be issued for construction of Residential Units without further subdivision of the lots.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.
"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

"Non-Residential Property" means, in any Fiscal Year, all Parcels of Developed Property that are not Single Family Detached Property, Single Family Attached Property, Owners Association Property, Public Property, or Parcel D, except as otherwise set forth in the definition of Parcel D below.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

"Owners Association Property" means, in any Fiscal Year, all Parcels within the CFD that are owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Parcel D" means the Parcel identified in Fiscal Year 2024-25 by Assessor's Parcel Number 031-251-074-000 and labeled as "Parcel D" in Attachment 1 hereto. Such Parcel shall remain classified as Parcel D and shall be exempt from the levy of the Special Tax unless and until such time as a building permit is issued for a use other than a hotel or ancillary hotel uses, as determined by the City. In the Fiscal Year following the issuance of such a building permit, and in all following Fiscal Years, the Parcel shall be categorized, as appropriate, as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, as applicable, and a Special Tax shall be levied on the Parcel pursuant to this RMA.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City, the Successor Agency to the Marina Redevelopment Agency, or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Unit" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property in Tax Zone 2 for which a building permit was issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

"Special Tax" means any tax levied within the CFD to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) establishment of reserves, (iii) Administrative Expenses, and (iv) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred in prior Fiscal Years.

"Taxable Property" means all Assessor's Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. The three Tax Zones in the CFD are identified in Attachment 1 hereto.

"Tax Zone 1" means the area identified as Tax Zone 1 in Attachment 1 of this RMA.

"Tax Zone 2" means the area identified as Tax Zone 2 in Attachment 1 of this RMA.

"Tax Zone 3" means the area identified as Tax Zone 3 in Attachment 1 of this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in the CFD that are not Developed Property other than Parcel D, which shall not be subject to the Special Tax levy on Undeveloped Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) in which Tax Zone each Assessor's Parcel is located, (iii) whether each Parcel of Developed Property in Tax Zone 2 or Tax Zone 3 is Single Family Detached Property, Single Family Attached Property, or Non-Residential Property, (iv) whether a building permit has been issued for development of Parcel D and, if so, the expected use of the Parcel based on the building permit, and (v) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or parcel map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map or parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or parcel map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor. The Maximum Special Tax assigned to each Parcel shall continue to apply to the Parcel regardless of changes in configuration, Acreage, or Assessor's Parcel Number. If two or more Parcels are combined, the Maximum Special Taxes assigned to such Parcels shall also be combined. If a Parcel is subdivided, the Administrator shall determine the appropriate allocation of the Maximum Special Tax to the new Parcels created by the subdivision based on the land uses that are constructed or anticipated to be constructed on each new Parcel.

2. Undeveloped Property, Tax Zone 1

The Maximum Special Tax for each Parcel of Undeveloped Property in Tax Zone 1 for Fiscal Year 2024-25 is the Maximum Special Tax identified for the Parcel in Attachment 2 of this RMA. On July 1, 2025 and each July 1 thereafter, the Maximum Special Tax amounts in Attachment 2 shall be adjusted by the Escalation Factor.

3. Developed Property, Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 shall be determined by reference to Table 1 below.

Table 1
Maximum Special Tax
Developed Property in Tax Zone 2

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	\$2,305.63 per Residential Unit
Single Family Attached Property	\$1,959.79 per Residential Unit
Non-Residential Property	\$18,974.36 per Acre
Parcel D	\$0 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

4. **Undeveloped Property, Tax Zone 2**

The Maximum Special Tax for Undeveloped Property in Tax Zone 2 for Fiscal Year 2024-25 is $18,974.36 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

5. **Developed Property, Tax Zone 3**

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 3 shall be determined by reference to Table 2 below.

Table 2
Maximum Special Tax
Developed Property in Tax Zone 3

Land Use Category	Maximum Special Tax Fiscal Year 2024-25 *
Single Family Detached Property	$2,305.63 per Residential Unit
Single Family Attached Property	$2,075.07 per Residential Unit
Non-Residential Property	$6,442.00 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

6. **Undeveloped Property, Tax Zone 3**

The Maximum Special Tax for Undeveloped Property in Tax Zone 3 for Fiscal Year 2024-25 is $1,500 per Acre, which amount shall, on July 1, 2025 and each July 1 thereafter, be adjusted by the Escalation Factor.

D. <u>METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES</u>

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1. The Special Tax shall be levied Proportionately on each Parcel of Developed Property in all three Tax Zones up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.

Step 2. If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 1 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

Step 3. If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 2 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1 and 2, is equal to the Special Tax Requirement.

Step 4. If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property in Tax Zone 3 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Steps 1, 2 and 3, is equal to the Special Tax Requirement.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and the Special Tax shall be equally subject to foreclosure if delinquent. The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

E. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels of Public Property or Owners Association Property, except as otherwise provided in the Act. In addition, no Special Tax shall be levied on Parcel D unless and until the Parcel is reclassified as Single Family Detached Property, Single Family Attached Property, or Non-Residential Property.

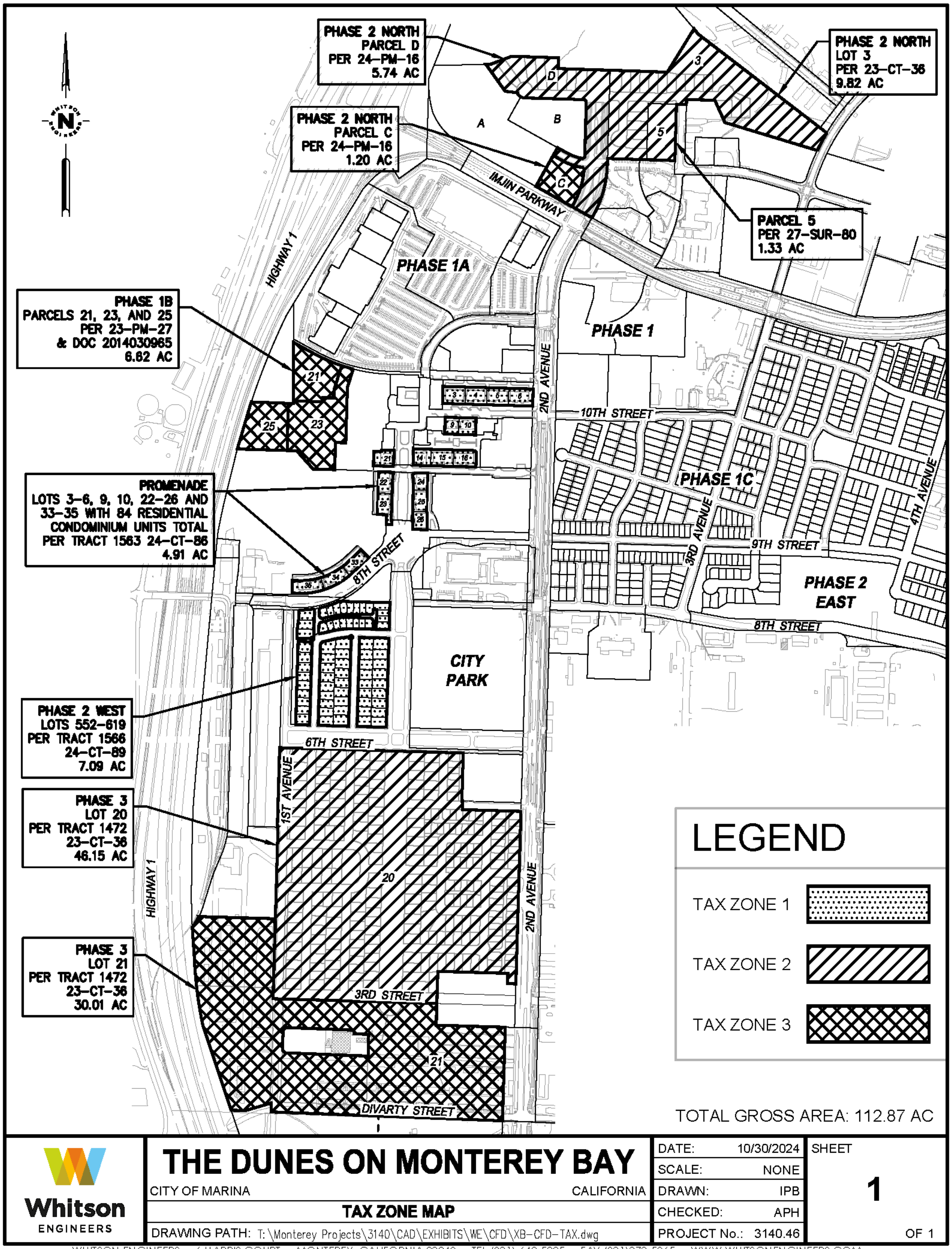
F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by resolution of the City Council for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Identification of Tax Zones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1.20 AC
PARCEL 5
PER 27-SUR-80
1.33 AC
IMJIN PARKWAY
HIGHWAY 1
PHASE 1A
PHASE 1
PHASE 1B
PARCELS 21, 23, AND 25
PER 23-PM-27
& DOC 2014030965
6.62 AC
2ND AVENUE
10TH STREET
PHASE 1C
3RD AVENUE
4TH AVENUE
9TH STREET
PROMENADE
LOTS 3-6, 9, 10, 22-26 AND
33-35 WITH 84 RESIDENTIAL
CONDOMINIUM UNITS TOTAL
PER TRACT 1563 24-CT-86
4.91 AC
8TH STREET
PHASE 2
EAST
CITY
PARK
PHASE 2 WEST
LOTS 552-619
PER TRACT 1566
24-CT-89
7.09 AC
6TH STREET
1ST AVENUE
PHASE 3
LOT 20
PER TRACT 1472
23-CT-36
46.15 AC
LEGEND
TAX ZONE 1
TAX ZONE 2
TAX ZONE 3
PHASE 3
LOT 21
PER TRACT 1472
23-CT-36
30.01 AC
3RD STREET
DIVARTY STREET
TOTAL GROSS AREA: 112.87 AC
Whitson
ENGINEERS
THE DUNES ON MONTEREY BAY
CITY OF MARINA
CALIFORNIA
TAX ZONE MAP
DRAWING PATH: T:\Monterey Projects\3140\CAD\EXHIBITS\WE\CFD\XB-CFD-TAX.dwg
DATE: 10/30/2024
SCALE: NONE
DRAWN: IPB
CHECKED: APH
PROJECT No.: 3140.46
SHEET
1
OF 1
WHITSON ENGINEERS - 6 HARRIS COURT - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

ATTACHMENT 2

City of Marina
Community Facilities District No. 2024-1
(The Dunes West Side Services)

Tax Zone 1
Maximum Special Tax by Parcel

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-001-000	$2,305.63
031-284-002-000	$2,305.63
031-284-003-000	$2,305.63
031-284-004-000	$2,305.63
031-284-005-000	$2,305.63
031-284-006-000	$2,305.63
031-284-007-000	$2,305.63
031-284-008-000	$2,305.63
031-284-009-000	$2,305.63
031-284-010-000	$2,305.63
031-284-011-000	$2,305.63
031-284-012-000	$2,305.63
031-284-013-000	$1,959.79
031-284-014-000	$1,959.79
031-284-015-000	$1,959.79
031-284-016-000	$1,959.79
031-284-017-000	$1,959.79
031-284-018-000	$1,959.79
031-284-019-000	$1,959.79
031-284-020-000	$1,959.79
031-284-021-000	$1,959.79
031-284-022-000	$1,959.79
031-284-023-000	$1,959.79
031-284-024-000	$1,959.79
031-284-025-000	$1,959.79
031-284-026-000	$1,959.79
031-284-027-000	$1,959.79
031-284-028-000	$1,959.79
031-284-029-000	$1,959.79
031-284-030-000	$1,959.79
031-284-031-000	$1,959.79
031-284-032-000	$1,959.79
031-284-033-000	$2,305.63

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Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-284-034-000	$2,305.63
031-284-035-000	$2,305.63
031-284-036-000	$2,305.63
031-284-037-000	$2,305.63
031-284-038-000	$2,305.63
031-284-039-000	$2,305.63
031-284-040-000	$2,305.63
031-284-041-000	$2,305.63
031-284-042-000	$2,305.63
031-284-043-000	$2,305.63
031-284-044-000	$2,305.63
031-284-045-000	$2,305.63
031-284-046-000	$2,305.63
031-284-047-000	$2,305.63
031-284-048-000	$2,305.63
031-284-049-000	$2,305.63
031-284-050-000	$2,305.63
031-284-051-000	$2,305.63
031-284-052-000	$2,305.63
031-284-053-000	$2,305.63
031-284-054-000	$2,305.63
031-284-055-000	$2,305.63
031-284-056-000	$2,305.63
031-284-057-000	$2,305.63
031-284-058-000	$2,305.63
031-284-059-000	$2,305.63
031-284-060-000	$2,305.63
031-284-061-000	$2,305.63
031-284-062-000	$2,305.63
031-284-063-000	$2,305.63
031-284-064-000	$2,305.63
031-284-065-000	$2,305.63
031-284-066-000	$2,305.63
031-284-067-000	$2,305.63
031-284-068-000	$2,305.63
031-285-001-000	$2,075.07
031-285-002-000	$1,844.51
031-285-003-000	$1,844.51
031-285-004-000	$2,075.07
031-285-006-000	$2,075.07
031-285-007-000	$1,844.51

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-285-008-000	$2,075.07
031-285-009-000	$1,844.51
031-285-010-000	$2,075.07
031-285-012-000	$2,075.07
031-285-013-000	$1,844.51
031-285-014-000	$1,844.51
031-285-015-000	$2,075.07
031-286-001-000	$2,075.07
031-286-002-000	$2,075.07
031-286-003-000	$2,075.07
031-286-004-000	$2,075.07
031-286-005-000	$2,075.07
031-286-006-000	$2,075.07
031-286-008-000	$2,075.07
031-286-009-000	$2,075.07
031-286-010-000	$2,075.07
031-286-011-000	$2,075.07
031-286-012-000	$2,075.07
031-286-013-000	$2,075.07
031-286-015-000	$2,075.07
031-286-016-000	$2,075.07
031-286-017-000	$2,075.07
031-286-018-000	$2,075.07
031-286-019-000	$2,075.07
031-286-020-000	$2,075.07
031-296-001-000	$2,075.07
031-296-002-000	$1,844.51
031-296-003-000	$2,075.07
031-296-004-000	$1,844.51
031-296-005-000	$2,075.07
031-296-007-000	$2,075.07
031-296-008-000	$1,844.51
031-296-009-000	$2,075.07
031-296-010-000	$1,844.51
031-296-011-000	$2,075.07
031-296-013-000	$2,075.07
031-296-014-000	$1,844.51
031-296-015-000	$2,075.07
031-296-016-000	$1,844.51
031-296-017-000	$2,075.07
031-296-019-000	$2,075.07

Fiscal Year 2024-25 Assessor's Parcel No.	Fiscal Year 2024-25 Maximum Special Tax
031-296-020-000	$1,844.51
031-296-021-000	$2,075.07
031-296-022-000	$1,844.51
031-296-023-000	$2,075.07
031-297-001-000	$2,075.07
031-297-002-000	$2,075.07
031-297-003-000	$2,075.07
031-297-005-000	$2,075.07
031-297-006-000	$2,075.07
031-297-007-000	$2,075.07
031-297-008-000	$2,075.07
031-297-010-000	$2,075.07
031-297-011-000	$2,075.07
031-297-012-000	$2,075.07
031-297-014-000	$2,075.07
031-297-015-000	$1,844.51
031-297-016-000	$2,075.07
031-297-017-000	$1,844.51
031-297-018-000	$2,075.07
031-298-001-000	$2,075.07
031-298-002-000	$1,844.51
031-298-003-000	$2,075.07
031-298-004-000	$1,844.51
031-298-005-000	$2,075.07
031-298-007-000	$2,075.07
031-298-008-000	$2,075.07
031-298-009-000	$2,075.07
031-298-011-000	$2,075.07
031-298-012-000	$1,844.51
031-298-013-000	$2,075.07
031-298-014-000	$1,844.51
031-298-015-000	$2,075.07
031-298-017-000	$2,075.07
031-298-018-000	$1,844.51
031-298-019-000	$2,075.07
031-298-020-000	$1,844.51
031-298-021-000	$2,075.07

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be adjusted by the Escalation Factor, as defined by the RMA.

EXHIBIT C
Approved Budget
(2024$)

The Dunes @ Monterey Bay
CFD No. 2024 - 1 **11/1/2024**

Estimated Costs

Category		Cost	
Street Maintenance	$	111,987	
Sidewalk Maintenance	$	52,251	
Curb & Gutter Maintenance	$	55,493	
Vertical Curb Maintenance	$	13,565	
Decorative Lighting / Street Light Maint.	$	170,400	
Storm Drainage Maintenance	$	199,802	
Maint Cost / Year	**$**	**603,498**	**(i)**

Commercial Association Items - Costs Included in CFD

Category		Cost
Landscaping	$	164,833
Restroom	$	4,889
Other Public Facilities	$	117,259
Replacement Reserve Funding	$	107,438
Subtotal	**$**	**394,419**

CFD Administration

City Administrative Costs	$	4,500
CFD Administration	$	4,500
County Fee	$	2,525
	$	**11,525**
Total Current CFD Items + COA Items	**$**	**1,009,442**

(i) Budget does not include Del Monte Blvd. Budget does include Bayview west of Del Monte adjacent to Parcel D, or an equivalent street if the westerly portion of Bayview is not constructed.

EXHIBIT D

Maintenance Standards

All work to be performed utilizing professional maintenance standards, and conducted by licensed, bonded professional contractors or city staff, as appropriate.

City to maintain maintenance and inspection schedule assigned to staff member and actively managed. (include this with annual budget submission)

<u>City Services</u>

- Street Maintenance -
  - Pavement to have surface treatment every 7 years; pavement replacement with new 2" overlay every 21 years.
  - Pot holes to be repaired as soon as possible
  - Replacement reserve – will build up reserves as funding allows

- Sidewalk Maintenance -
  - Hardscape repairs of cracked or damaged area to be filled, ground down, or replaced as soon as possible , unless safety issues dictate immediate repair
  - Replacement reserve – will build up reserves as funding allows

- Curb and Gutter Maintenance –
  - Curb/gutter repairs of cracked or damaged area to be filled or replaced as soon as possible, unless immediate safety issues dictate sooner repair
  - Painting of curbs as needed
  - Replacement reserve – will build up reserves as funding allows

- Storm Drain Maintenance –
  - Storm drain pretreatment devices to be maintained per manufacturer's standards
  - Galleries and blanket drains to be inspected ; and cleaned no less than once annually
  - Storm drain catch basins or inlets to be inspected twice per year for debris and silt removal (Fall and Spring) - replace filters on annual basis
  - Streets to be swept on monthly basis to minimize debris in storm drain system
  - Replacement reserve - Storm drain facilities to be replaced as needed (based on regular maintenance schedule, facilities should have a long life cycle)

- Street Light Maintenance -
  - Broken/failed streetlight bulbs, fixtures to be replaced as soon as possible upon notification to City

- City to retain at least one new replacement streetlight at maintenance yard for replacement if needed
- Streetlight poles and fixtures cleaned and/or repainted as needed to maintain new appearance

COA Services

- Village Square Park and Landscape Maintenance (including landscaping in City right of way) -
    - To maintain a clean well-kept appearance, maintenance will be performed no less than monthly and include the following:
        - Landscaping ground cover will be edged during the growing season and at other times as needed, along all surfaced areas, walls, fences, tree wells and plant beds.
        - Annual flower beds will be detailed for the removal of dead or faded material. Seasonal flowers will be fertilized on an as needed basis.
        - Trash and plant debris will be removed from landscaped area.
        - Pruning of trees, shrubs and vines includes the removal of dead and diseased branches. Plant material which obstructs sidewalks or encroaches on benches, patio areas, signage, or lighting will be trimmed back, pruned or removed.
        - Turf areas to be mowed or washed off
        - Pavilion surfaces to be washed off/cleaned as needed;
        - Fire pits and fireplace to be inspected for proper function of fire apparatus
        - Benches, seating to be washed off or cleaned
        - Trash and debris to be removed from all areas
    - Publicly accessible trash cans will be emptied multiple times a week or as needed.
    - Pet waste stations will be restocked with bags and pet waste receptacles will be emptied multiple times a week or as needed.
    - Sidewalks and hardscape areas to be pressure washed on a monthly basis or as needed depending on condition
    - Hardscape repairs of cracked or damaged areas to be filled or replaced within 2 weeks of notification to COA, unless safety issues dictate immediate repair
    - Pavilion to be painted at least every 10 years, or as needed based on appearance.

- Publicly-Accessible Restroom Facilities –
    - Restrooms to be inspected daily and cleaned on a minimum of a weekly basis or more frequently as use dictates
    - Damaged fixtures to be replaced within 1 week of notification to COA

- Decorative Lighting Maintenance -
    - Broken/failed light bulbs to be replaced within 1 week of notification to COA.
    - Damaged light fixtures to be repaired within 2 weeks of notification to COA
    - Broken light fixtures beyond repair to be replaced within 1 month of notification to COA

EXHIBIT E
Dispute Resolution Process

1. Notice and Opportunity to Cure. A complaining party shall provide written notice to the other parties setting forth the nature of the Dispute and the actions, if any, required by the other party(ies) to resolve the Dispute.

2. Meet and Confer. Following the submittal of the notice of the Dispute, either party may request a meeting to meet and confer over the alleged Dispute and enter into good faith negotiations and discussions regarding the Dispute and how it might be resolved. The parties through their designated representatives shall meet within ten (10) business days of the request therefore. The parties shall meet as often as may be necessary to resolve the Dispute, but after the initial meeting either party may also terminate the meet and confer process and proceed with a written notice to mediate the Dispute in accordance with Section 3 below.

3. Required Mediation. Following the conclusion of the required meet and confer in accordance with Section 2, and prior to commencement of arbitration pursuant to Section 4 below, either party may request that the Dispute be submitted to non-binding mediation in accordance with the commercial mediation rules of the American Arbitration Association. If the Dispute has not been resolved following such mediation, either party may submit the Dispute to arbitration pursuant to Section 4 below.

4. Arbitration Process.

4.1 General. Any Dispute not resolved informally or through the meet and confer process, including any alleged breach of the Agreement, shall be submitted to binding arbitration. Said arbitration shall be conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") in accordance with JAMS' Rules of Practice and Procedure ("JAMS Rules"). Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Unless a different location is required by applicable law, such arbitration shall be conducted at the JAMS office in the County of Monterey. The arbitration and the parties' agreement therefor shall be deemed to be self executing, and if any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. Notwithstanding the foregoing, (i) if it is determined by any court of competent jurisdiction, by the JAMS arbitrator, or by the agreement of the parties that arbitration shall be held at a location outside of the County and (ii) JAMS notifies the parties that it is unable to provide an arbitrator in the location where the arbitration is to be held, then the matter shall be arbitrated pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") through the AAA office closest to the location where the arbitration shall be held.

4.2 Arbitration Rules. Notwithstanding anything herein, the AAA Rules, or JAMS Rules, as applicable, as applied between the parties shall be modified by this Agreement as follows:

(a) Within seven (7) calendar days after its receipt of any demand for arbitration, JAMS or AAA, as applicable, will deliver to the parties a list of three (3) prospective arbitrators. Within seven (7) calendar days after said list is delivered to the parties, each party may then strike one name and shall immediately so inform JAMS or AAA, as applicable, in writing. The remaining person on the list will serve as the designated arbitrator. If more than one name remains, then JAMS or AAA, as applicable, will designate an arbitrator from the remaining names on the list. If, for any reason, the designated arbitrator should fail or be unable to perform his or her duties of office, then JAMS or AAA, as applicable, shall declare the office vacant and immediately fill it. Said vacancy shall first be filled by JAMS or AAA, as applicable, designating one of the names, if any, remaining on the original list. If there are no names remaining, then said vacancy shall be filled in accordance with the terms and time limits set forth above in this sub-paragraph for the original designation of an arbitrator.

(b) If any party requests a prehearing conference, said request shall be made no later than seven (7) calendar days after the designation by JAMS or AAA, as applicable, of the chosen arbitrator. Any prehearing conference ordered by the arbitrator shall be scheduled so as not to delay the final outcome and may be ordered in the arbitrator's discretion to be held by telephone.

(c) No settlement or mediation conference or conferences may be ordered unless all parties request same.

(d) All discovery shall be at the sole discretion of the arbitrator, for good cause shown, and conducted in a fashion which will not delay the final outcome. There shall be no discovery as a matter of right, except that the arbitrator shall order a mutual exchange of what it determines to be relevant documents at the request of any party.

(e) Concise prehearing briefs are encouraged. Unless otherwise ordered by the arbitrator, all parties are requested to submit said briefs at least five (5) business days prior to the arbitration hearing.

(f) Within seven (7) calendar days of appointment, the arbitrator shall obtain available hearing dates from all parties and will set a hearing date. The arbitrator shall endeavor to accommodate the schedules of all parties, but in no case will the hearing date be set more than forty five (45) calendar days after the original filing date of the demand for arbitration unless all parties consent, or unless a later scheduling is required by good cause and the rights of any party would be substantially prejudiced by refusal to set a later date. In the event a hearing is set more than forty five (45) calendar days after the original filing date of the demand for arbitration without the consent of all parties, but instead because such a setting is required by good cause and by the necessity to avoid substantial prejudice to a party, then the arbitrator shall nonetheless schedule the hearing for the earliest date which would not substantially prejudice the right of any party. At least fifteen (15) calendar days' notice of the hearing date shall be given to all parties by the arbitrator. The arbitrator shall endeavor to conduct hearings on consecutive days (weekends and holidays excepted) to conclusion without adjournments. Adjournments shall be ordered only upon the consent of all parties or for good cause shown in order to avoid substantial prejudice to any party.

(g) The fees and expenses of the arbitration will be borne equally by the parties. As soon as practicable after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and expenses of the arbitrator and the arbitration, and render a statement to each party setting forth that party's pro-rata share of said fees and expenses. Thereafter, each party shall, within five (5) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

(h) In addition to all other relief, the prevailing party in any dispute which proceeds to arbitration hereunder shall also be entitled to an award of its reasonable attorney's fees, fees for witnesses and service of process, experts" fees and expenses ordered by the arbitrator incurred in (i) pre filing negotiation with the losing party, (ii) the arbitration itself, (iii) proceedings in court to confirm or set aside any award, and (iv) efforts to obtain collection of any award or judgment rendered thereupon. Post-award and post-judgment expenses recoverable under this subsection shall not be merged into any award or judgment.

(i) In addition to all other forms of service provided for under the JAMS Rules or AAA Rules, as applicable, any party or counsel for a party which has a facsimile machine which is used as a part of his or its normal business shall be deemed to have consented to service by facsimile transmission.

(j) The arbitrator shall make his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later.