

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

Thursday, November 13, 2025

6:30 PM Regular Session

AGENDA

REGULAR MEETING OF THE PLANNING COMMISSION

Marina City Council Chambers
211 Hillcrest Avenue, Marina, CA
28, Tai Hwan Heights, Singapore 555360

Zoom Meeting URL: <https://us02web.zoom.us/j/84287578704>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 842 8757 8704

Participation

All meetings take place in the Council Chambers at 211 Hillcrest unless otherwise noticed. Additionally, members of the public may participate in the Planning Commission meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. 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/>. 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 planning@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. The Planning Commission will have the option to modify their action on items based on comments received.

Persons Addressing the Legislative Body. Any person making impertinent, slanderous, or profane remarks, or who becomes boisterous while addressing the legislative body, shall be called to order by the Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer be barred from further audience before the legislative during that meeting, unless permission to continue be granted by a majority of the body.

Members of the Audience. Any person in the audience who engages in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting, or who refuses to comply with the lawful orders of the Presiding Officer, shall be guilty of an infraction, and upon instructions from the Presiding Officer, it shall be the duty of the Sergeant at Arms or Peace Officer to remove any such person from the room and to place him under arrest or otherwise cause him to be prosecute under the law.

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 Planning Commission 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 Planning Commission as an appointed body of the City Council will provide the leadership in protecting Marina's natural setting while developing the City on 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)**

Land Acknowledgement

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and Ohlone/Costanoan, their ancestors, and allies - and honors these members of the community, both past and present

1. **Call to Order**

2. **Roll Call & Establishment of Quorum**

Chair Glenn Woodson, Vice Chair Audra Walton, Surinder Rana, Victor Jacobsen, Galia Baron, Richard St. John, Paul Cheng

3. **Moment of Silence & Pledge of Allegiance**

4. **Special Announcements and Communications from the Floor**

Announcements of special events or meetings of interest as information to the Board and Public. At this time any person may comment on any item which is not on the agenda. Please state your name and address 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 the next agenda. Planning Commission 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 Three (3) 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 Planning Commission.

5. **Ex Parte Communications for Quasi-Judicial Matters**

On quasi-judicial matters, Planning Commissioners shall verbally disclose off the record contacts relating to the item, after the item is called and before Commission consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Commissioner had contact, and the nature of the contact. Written ex parte communications must be forwarded to the Community Development so they can be provided to the entire Commission and to the public.

6. **Consent Agenda**

Background information has been provided to the Planning Commission 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 Planning Commission 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. Approval of Minutes

Planning Commission to approve October 23, 2025, Meeting Action Minutes. Not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

7. Public Hearings

A. Sea Haven Development Agreement Amendment #3

Planning Commission to consider resolution 2025-17 recommending that the City Council approve the third amendment to the Sea Haven Development Agreement to transfer the responsibility for the construction of Sea Haven Park from the Developer (Trumark Companies, LLC) to the City of Marina and find the project is consistent with the environmental impact report (SCH NO.2003021012) certified for the Marina Heights (Sea Haven) specific plan. Project Planner: Ismael Hernandez, Public Works Director | 831-884-1215 | ihernandez@cityofmarina.org

B. Land Use Plan Amendment with Local Coastal Program Update

Planning Commission to consider PC Resolution 2025-16 recommending that the City Council approve the draft Land Use Plan amendment portion of the City's Local Coastal Program update subject to findings and CEQA exemptions in Public Resources Code Section 21080.9 and Section 15265(a)(1) of the CEQA Guidelines. Project Planner: Alyson Hunter, Planning Manager | 831-884-1251 | ahunter@cityofmarina.org

8. Informational Items

Planning Commissioner Academy – League of CA Cities
Discuss and register interested PC members for the conference

9. Announcements

10. Correspondence

11. Adjournment

CERTIFICATION:

I, Yolanda Maciel, Administrative Assistant II for the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at Marina City Council Chambers bulletin board, 211 Hillcrest Avenue; City Kiosk at the corner of Del Monte Boulevard and Reservation Road; and Monterey County Free Library Marina Branch at 190 Seaside Circle on or before 5:00 p.m. Friday November 7, 2025.

Signature: _____

Date Posted: _____

PLANNING COMMISSION NOTES:

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) 884-1220 or e-mail: planning@cityofmarina.org. Requests must be made at least **48 hours** in advance of the meeting.



Thursday, October 23, 2025

6:30 PM Regular Session

DRAFT MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION

1. **Call to Order:** 6:32 PM
2. **Roll Call & Establishment of Quorum**
Present: Woodson, Walton, Rana, Jacobsen, Baron, St. John, Cheng
Absent: None
3. **Moment of Silence & Pledge of Allegiance**
4. **Special Announcements and Communications from the Floor**
Public Comment: Councilmember Brian McCarthy recognized and applauded the work of the Planning Commission
5. **Ex Parte Communications for Quasi-Judicial Matters**
6. **Consent Agenda**
 - A. **Approval of Minutes**
The Planning Commission approved September 25, 2025, Meeting Action Minutes.
On a 7-0 vote the motion was approved (7-0-0-0)

Ayes (7): Woodson, Walton, Rana, Jacobsen, Baron, St. John, Cheng
Noes (0): None
Recuse (0): None
Absent (0): None
7. **Public Hearings**
 - A. **Conditional Use Permit – Holiday Inn Express & Suites: 189 Seaside Circle**
Commissioner Rana made a motion, Walton 2nd to adopt PC Resolution 2025-12 approving Conditional Use Permit (CUP) CU25-003 allowing the onsite sale and consumption of beer, wine, and distilled spirits at 189 Seaside Circle (APN: 033-111-032), the Holiday Inn Express & Suites Marina, subject to findings, conditions of approval, and a Class 1, Sec. 15301 CEQA Exemption for Existing Facilities. *On a 6-0 vote the motion was approved (6-0-1-0)*

Ayes (6): Woodson, Walton, Rana, Jacobsen, St. John, Cheng
Noes (0): None
Recuse (1): Baron
Absent (0): None

B. Short-Term Rental Ordinance Amendment

The Planning Commission refrained from voting on the original recommendation to the City Council to adopt changes to the Short-Term Rental ordinance amending the Zoning Code (17.42.170).

In lieu of a recommendation to adopt the resolution, the Commission requested that staff schedule a study session to provide further discussion.

8. Adjournment: 9:31 PM

November 5, 2025

Item No.

Members of the
Planning Commission

Planning Commission Meeting
of November 13, 2025

**CONSIDER ADOPTING PLANNING COMMISSION RESOLUTION 2025-17
RECOMMENDING THAT THE CITY COUNCIL APPROVE THE THIRD
AMENDMENT TO THE SEA HAVEN DEVELOPMENT AGREEMENT TO
TRANSFER THE RESPONSIBILITY FOR THE CONSTRUCTION OF SEA
HAVEN PARK FROM THE DEVELOPER (TRUMARK COMPANIES, LLC) TO
THE CITY OF MARINA AND FIND THE PROJECT IS CONSISTENT WITH THE
ENVIRONMENTAL IMPACT REPORT (SCH NO.2003021012) CERTIFIED FOR
THE MARINA HEIGHTS (SEA HAVEN) SPECIFIC PLAN.**

RECOMMENDATION:

The Planning Commission makes the following motion to approve the project:

1. The Planning Commission adopts Resolution No. 2025-17 approving the transfer of the responsibility to construct Sea Haven City Park from Trumark Companies, LLC, to the City of Marina using impact fees already collected; and eliminating the additional Developer contribution and City reimbursement process which is no longer necessary;
2. The Planning Commission adopt Resolution No. 2025-17 recommending that the City Council approve by ordinance the Third Amendment to Development Agreement for the Sea Haven Project; and
3. Find that the project is consistent with the Environmental Impact Report certified for the Marina Heights Specific Plan.

GENERAL SITE INFORMATION:

Table 1 Project Information

Location	At the southeast corner of Abrams Dr. and Marina Heights Dr.
General Plan Designation	Open Space – Parks & Rec.
Zoning District	Open Space (O)
Owner	Trumark Companies, LLC (Trumark)
Applicant / Architect	Trumark Companies, LLC (Trumark)

PROJECT LOCATION



BACKGROUND

On March 3, 2004, the City and the original developer of the Marina Heights/Sea Haven subdivision (Cypress Marina Heights, LLC or “Cypress”) entered into a Development Agreement (DA) under which the City and Cypress agreed to the timing, financing, and structure of the development of approximately 1,050 homes and other improvements within the Sea Haven subdivision.

On July 3, 2018, the original DA was amended to address the change in ownership of the development from Cypress to Wathen Castanos Peterson Homes, Inc. (WCPH) and extend the term of the Development Agreement (First Amendment). The First Amendment established that WCPH would be responsible for the construction of Sea Haven Park, identified as the 18-acre “Community Park” on the graphic above, and adjusted the Sea Haven Park Fee from \$1,500,000 to \$2,100,000 to account for inflation.

In 2018, the Sea Haven Park budget was \$3,000,000, and the City had not collected much, if any, Park Development Fees. Because of the difference between the Park budget and the amount the Developer was obligated to pay for construction of the Park (\$2,100,000), the First Amendment also required Developer to apply an additional \$900,000 toward the construction of Sea Haven Park to complete the Park budget of \$3,000,000. The \$3M Developer contribution would be subject to a \$900,000 credit against Park Development

Fees, which the City would reimburse Developer on per unit basis for each unit issued a building permit after completion of the Park.

On May 2, 2023¹, the City and WCPH entered into a Second Amendment of the Development Agreement. Under terms of the Second Amendment, the City and WCPH reached agreement on the estimated budget for the Sea Haven Park, which increased from \$ 3,000,000 to \$3,600,000. The Developer committed to fund the \$600,000 difference with Habitat Mitigation Funds if it was able to obtain release of such funds from the California Department of Fish and Wildlife (CDFW). Park construction was required to commence either upon:

- 1) Developer's receipt of Habitat Mitigation Funds from CDFW; or
- 2) City approval of a value-engineered Park design.

Since Developer has not received Habitat Mitigation Funds from CDFW, Developer agreed to commence construction of the Park once the City agreed upon a value engineered plan that would stay within the \$3,000,000 budget. Therefore, Developer proposed new value engineered plans, which included reducing parking, grass turf areas, and other key amenities. The City Council did not agree to this value engineered plan and instead offered to pay the extra \$600,000 cost.

Since the Second Amendment, the total cost of the Park has increased to \$6.5 million due to inflation, increased costs for playground equipment, and other factors. Under the terms of the Second Amendment, the Developer is not required to commit any more funds toward construction of the Park², and the City does not want to reduce Park amenities. As a result, the City Council has approved additional funding for the Park. The City and the Developer have not been able to resolve differences to allow construction of the Park to begin. Moreover, in terms of dollars committed to the Park construction, the City bears more risk to build the Park (as compared to Developer) such that City staff believe the City should control construction of the Park. Taking over Park construction would allow the City to control costs and use value engineering, where feasible, to stay on budget.

In addition, the Developer has been issued approximately several hundred building permits and paid \$5.7 Million in Park Development Fees. The City now has the money to bridge the \$900,000 gap that existed in 2018. As such, the arrangement in the First (and Second) Amendment to the Development Agreement requiring a \$900,000 Developer contribution and subsequent reimbursement by the City is no longer necessary.

On August 7, 2025, the City advised Trumark that City staff believed it was in the City's best interest to construct Sea Haven Park rather than the Developer and, that Developer

¹ In 2020, following the dissolution of the Fort Ord Reuse Authority, the City and the Developer disagreed over certain terms and conditions of the Development Agreement. Under the terms of the Development Agreement, the parties are obligated to mediate disputes. This mediation process took over two years and ended with the approval of a Second Amendment to the Development Agreement in May, 2023.

² Developer is still required to pay Park Development Fees.

simply pay City the Sea Haven Park Fee of \$2,100,000, less an amount equal to what Developer has spent to date in the design of Sea Haven Park. Thus, the City and Developer seek with this Third Amendment (**Exhibit A**) to:

1. Transfer responsibility to construct Sea Haven Park from the Developer to the City;
2. Eliminate the \$900,000 additional Developer contribution, which the City would simply need to reimburse; and
3. Have Trumark make the \$2.1 million payment (minus Park design expenses) to the City within 30 days of the execution of the Third Amendment

The City has begun working on finalizing the plan set and landscaping with the goal of publishing the Notice Inviting Bids in December and hosting a bid opening in February.

CORRESPONDENCE

None received as of this writing.

EX PARTE COMMUNICATION DISCLOSURES

In the context of any public hearing or action items that come before the Planning Commission (PC), ex parte communications are those which occur outside the formal hearing process. If such contacts do occur, the substance of the communication must be disclosed to all interested parties in advance of any public hearing or testimony to allow rebuttal. Written ex parte communications must be forwarded to the Community Development Director so that they can be disclosed to the entire Commission and the public.

ENVIRONMENTAL DETERMINATION

On November 25, 2003, the City Council of the City of Marina certified the final environmental impact report for the Sea Haven Project (State Clearing House Number 2003021012) and on March 3, 2004, the City Council approved a supplement to the final EIR ("EIR"). The EIR served as the environmental review for the Project and the project approvals and entitlements as well as for the approval of the Development Agreement. Section 15162 of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the EIR. Since certification of the EIR there have been

- (i) no substantial changes to the project which would require revisions to the EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified effects. The project has not changed from the project approved in the EIR other than a limited reduction in parking standards which will not result in new significant environmental effects;
- (ii) no substantial changes have occurred with respect to the circumstances under

which the project is being undertaken which require revisions to the EIR due to new significant environmental effects or a substantial increase in the severity of a previously identified effect. There have been no significant changes in the areas

surrounding the Project since the EIR was approved that involve new significant impacts; and

- (iii) no new information shows that the project will
 - a. have any significant effects that were not discussed in the EIR,
 - b. that significant effects that were previously examined will be more severe
 - c. mitigations measures or alternatives that were found infeasible would in fact be feasible and reduce one or more significant effects; or
 - d. new mitigation measures or alternatives that were not considered in the EIR would substantially reduce one or more significant effects of the Project on the environment.

Based on the above, no additional environmental analysis is required for the approval of the Third Amendment to the Development Agreement.

CONCLUSION

This request is submitted for Planning Commission consideration, to recommend that the City Council approve the 3rd Amendment to the Sea Haven Development Agreement as presented.

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-17

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE THE THIRD AMENDMENT TO THE SEA HAVEN DEVELOPMENT AGREEMENT TO TRANSFER THE RESPONSIBILITY FOR THE CONSTRUCTION OF SEA HAVEN PARK FROM THE DEVELOPER (TRUMARK COMPANIES, LLC) TO THE CITY OF MARINA AND FIND THE PROJECT IS CONSISTENT WITH THE ENVIRONMENTAL IMPACT REPORT (SCH NO. 2003021012) CERTIFIED FOR THE MARINA HEIGHTS (SEA HAVEN) SPECIFIC PLAN.

WHEREAS, the Marina Heights/Sea Haven project and Development Agreement (DA) was approved by the Marina City Council in 2004. As market, environmental, and construction challenges have arisen, the City and Developer(s) have needed to amend the original DA which it has done twice;

WHEREAS, the 3rd Amendment to the DA seeks to transfer the responsibility for the construction of the 18-acre Sea Haven Park (Park) from the current developer (Trumark Companies, LLC or “Trumark” or “Developer”) to the City of Marina;

WHEREAS, this transfer of the Park construction obligation to the City is in the City’s best interest as explained in the City staff’s report, which is incorporated by reference as if fully set forth herein;

WHEREAS, the City has the funds to complete the Park construction such that it does not need an additional Developer contribution of \$900,000, which it would simply need to reimburse Developer on per unit basis at such time as Developer was issued a building permit after completion of the Park;

WHEREAS, City seeks to finalize the plans for the Park, open the bidding process and have a contractor on-board to begin construction in spring 2026;

WHEREAS, per Marina Municipal Code (MMC) Section 4.04.080, the Planning Commission shall hold a public hearing on any Development Agreement or amendment thereto and provide a recommendation, in writing, to the City Council;

WHEREAS, the findings and conclusions made by the Planning Commission in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed amendment, which is incorporated herein by this reference. The findings are not based solely on the information provided in this resolution;

WHEREAS, the recommendation shall include the planning commission’s determination whether or not the development agreement proposed:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;

- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- C. Is in conformity with public convenience, general welfare and good land use practice;
- D. Will be detrimental to the health, safety and general welfare;
- E. Will adversely affect the orderly development of property or the preservation of property values; and
- F. Is consistent with the provisions of Government Code sections [65864](#) through [65869.5](#).

WHEREAS, the Planning Commission made these finding when the original Development Agreement was approved. The proposed changes do not impact the original findings previously made by the Planning Commission in consideration of reviewing the original Development Agreement (as amended by the First and Second Amendments); as such, no further findings beyond those previously made are be incorporated herein;

WHEREAS, on November 25, 2003, the City Council of the City of Marina certified the final environmental impact report for the Sea Haven Project (State Clearing House Number 2003021012) and on March 3, 2004, the City Council approved a supplement to the final EIR ("EIR"). The EIR served as the environmental review for the Project and the project approvals and entitlements as well as for the approval of the Development Agreement. Section 15162 of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the EIR. Since certification of the EIR there have been

- (i) no substantial changes to the project which would require revisions to the EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified effects. The project has not changed from the project approved in the EIR other than a limited reduction in parking standards which will not result in new significant environmental effects;
- (ii) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which require revisions to the EIR due to new significant environmental effects or a substantial increase in the severity of a previously identified effect. There have been no significant changes in the areas surrounding the Project since the EIR was approved that involve new significant impacts; and
- (iii) no new information shows that the project will
 - a. have any significant effects that were not discussed in the EIR,
 - b. that significant effects that were previously examined will be more severe
 - c. mitigations measures or alternatives that were found infeasible would in fact be feasible and reduce one or more significant effects; or

- d. new mitigation measures or alternatives that were not considered in the EIR would substantially reduce one or more significant effects of the Project on the environment.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina, that it hereby recommends the City Council approve the 3rd Amendment to the Marina Heights/Sea Haven Development Agreement as presented.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 13th of November, 2025, by the following vote:

AYES, PLANNING COMMISSIONERS:

NOES, PLANNING COMMISSIONERS:

ABSENT, PLANNING COMMISSIONERS:

ABSTAIN, PLANNING COMMISSIONERS:

Glenn Woodson, Chair

ATTEST:

Guido Persicone, AICP, CDD Director

Exhibit A

Draft 3rd Amendment to the Marina Heights/Sea Haven Development Agreement

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Manager

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MARINA
AND
TRUMARK COMPANIES, LLC
FOR THE SEA HAVEN PROJECT**

This Third Amendment to Development Agreement (the “**Amendment**”) is made and entered into as of “Effective Date” (defined herein), by and between the City of Marina, a California municipal corporation (the “**City**”), on the one hand, and Trumark Companies, LLC, a Delaware limited liability company (“**Developer**”), on the other hand, with the consent of MRP HTMB, LLC, a Delaware limited liability company (“**Owner**”). The City and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The City and Cypress Marina Heights, LLC (“**Cypress**”) entered into that certain Final Development Agreement dated March 3, 2004, amended by that certain Implementation Agreement dated October 11, 2007, subsequently amended by that certain Implementation Agreement dated October 11, 2007 (collectively, the “**Development Agreement**”), under which the City and Cypress agreed to certain matters regarding the development of approximately 1,050 homes and other improvements (the “**Project**”) on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the “**Project Site**”), which is more particularly described in the Development Agreement.

B. The Development Agreement obligated the developer to not only pay Park Development Fees (“**Park Development Fees**”) but also contribute \$1,500,000 (“**Sea Haven Park Fee**”) for improvements to the 18-acre City park immediately adjacent to the Project (“**Sea Haven Park**”).

C. Cypress partially assigned the Development Agreement to Wathen Castanos Peterson Homes, Inc., (“**WCPH**”) pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018, and WCPH assumed certain obligations under the Development Agreement.

D. On July 3, 2018, in consideration of the City agreeing to WCPH’s request to extend the term of the Development Agreement, City and WCPH entered into the First Amendment to Development Agreement (the “**First Amendment**”), which, among other things, amended Section 2.8.2 wherein WCPH agreed to (i) adjust the Sea Haven Park Fee to \$2,100,000 to account for inflation, (ii) construct Sea Haven Park; and (iii) provide an additional \$900,000 to be applied toward the construction of Sea Haven Park for a total of \$3,000,000 to be applied to the construction of Sea Haven Park (“**Adjusted City Park Fee**”), subject to a \$900,000 credit against the Park Development Fees (“**Park Fee Credit**”).

E. On May 2, 2023, the City and WCPH entered into that certain Second Amendment wherein the parties amended Section 2.8.2(i) acknowledging the final design of Sea Haven Park and Park Budget; and added Section 2.8.2(v) assuring WCPH of a process wherein WCPH would receive the Park Fee Credit.

F. On February 14, 2025, Developer acquired all assets held by WCPH, including all right title, obligations and interest in and to those portions of the Project Site not previously sold to third party end users, including but not limited to all obligations under the Development Agreement, as amended by the First and Second Amendments, pursuant to that certain Partial Assignment of Development Agreement recorded on February 14, 2025 as Recorder's Series Number 202505040.

G. On March 30, 2025, MRP California LLC, a Delaware limited liability company, doing business in California as Millrose California Holdings, LLC, ("**MRP California**") in a land banking arrangement, acquired all right, title, obligations and interest in and to that portion of the Project Site not previously sold to third party end users, including but not limited to the obligations under the Development Agreement as amended by the First and Second Amendments. H. On May 9, 2025, MRP California, changed its name to MRP HTMB, LLC, a Delaware limited liability company, doing business in California as Millrose California Holdings, LLC (heretofore described as "**Owner**").

H. The City has determined that construction of Sea Haven Park by the City is in the best interest of the City and the residents of the City.

I. The City and the Developer now desire to amend the Development Agreement pursuant to the terms of this Amendment .

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** All terms defined in the Development Agreement when used herein shall have their respective meanings as set forth in the Development Agreement unless expressly superseded by the terms of this Amendment. All references in this Amendment to an "Article" or a "Section" shall refer to the applicable Article or Section of the Development Agreement, unless otherwise specifically provided.

2. **Construction of Sea Haven Park.** Notwithstanding anything set forth in the Development Agreement, as amended by the First and Second Amendments with regard to the construction of Sea Haven Park, the City shall be responsible for construction of Sea Haven Park in accordance with the plans and specifications prepared by the Developer and the Developer hereby agrees to assign to the City the plans and specifications in accordance with the assignment agreement attached hereto as **Exhibit A**. For avoidance of doubt, neither Developer nor Owner shall be obligated or required to complete, construct or install the Sea Haven Park after Developer delivers to the City the fully executed assignment agreement attached hereto as Exhibit A and pay the City the Sea Haven Park Fee in accordance with Section 3 below.

3. **Sea Haven Park Fee.** Notwithstanding anything set forth in the Development Agreement, as amended by the First and Second Amendments, in consideration of City assuming the construction of Sea Haven Park, Developer shall pay to the City, within 30 days of the Effective Date of this Amendment, the Adjusted Park Fee of \$3,000,000, less the Park Fee Credit and the Park Design Expense Credit (hereinafter defined) for a total amount of approximately \$1,953,000, which shall be utilized by the City in the construction and development of Sea Haven Park.

4. **Sea Haven Park Expense Credit.** City and Developer acknowledge that Developer, pursuant to the terms of the First and Second Amendments, expended approximately \$147,000 to

accomplish the Final Park Design (“**Park Design Expense Credit**”). Developer shall provide documentation in support of the Park Design Expense Credit for the City to review and to justify such credit.

5. **Park Fee Credit.** Section 2.8.2 (v) of the Development Agreement, as amended by the First and Second Amendments, is hereby deleted, as is all references in the Development Agreement, as amended, to a Park Fee Credit. For avoidance of doubt, neither Developer nor Owner shall be entitled to the Park Fee Credit as provided in Section 2.8.2 (v).

6. **Sea Haven Park Maintenance.** The obligations imposed by Section 2.8.2 (vi) regarding contributions to the cost of maintaining Sea Haven Park remain in full force and effect.

7. **Conflict and Effectiveness.** In the event of a conflict between terms and conditions of this Amendment and the terms and conditions of the Development Agreement, as amended, the terms and conditions of this Amendment shall control.

8. **No Further Modification.** Except as set forth in this Amendment, all other terms and provisions of the Development Agreement, as amended, shall be and remain unmodified and in full force.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts, when taken together, shall be deemed to constitute one and the same instrument.

10. **Recordation.** Upon mutual execution, this Amendment shall be recorded by the City against the real property described in Exhibit “B” attached hereto.

11. **Effective Date.** The Effective Date shall be the date the last Party executes this Amendment, as evidenced by the accompanying notary acknowledgment.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the day and year first above written.

“**DEVELOPER**”:

Trumark Companies, LLC,
a Delaware limited liability company

By: _____
Joshua E. Peterson, Authorized Agent

“**CITY**”:

City of Marina
a California municipal corporation

By: _____
Layne Long, City Manager

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Rene Ortega, City Attorney

CONSENT OF OWNER

MRP HTMB, LLC, a Delaware limited liability company doing business in California as, the current owner of the real property described herein, consents to the recordation of this Third Amendment to Development Agreement against the real property described in Exhibit "B" attached hereto.

MRP HTMB, LLC
a Delaware limited liability company

By: _____
[Name] _____
Authorized Agent

Exhibit A
Assignment of Plans and Specifications

ASSIGNMENT OF PLANS AND SPECIFICATIONS
(Sea Haven Park)

This Assignment is made pursuant to the terms of that certain Third Amendment to Development Agreement entered into by and between the City of Marina, a California municipal corporation (“City”) and Trumark Companies, LLC, a Delaware limited liability company, dated _____, 2025, (“Trumark”) wherein City assumed the obligation to construct Sea Haven Park, an 18-acre City park (“Sea Haven Park”) immediately adjacent to Sea Haven, a two hundred forty-eight (248) acre residential project located generally between Imjin Road, Abrams Drive and 12th Street in the City of Marina (“Sea Haven”) and Trumark agreed to assign to City all of Trumark’s rights, title and interest in and to the plans and specifications in accordance with the assignment agreement attached

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Trumark hereby assigns and transfers to the City all of its right, title and interest in and to:

All plans and specifications, including, but not limited to all shop drawings, working drawings, and similar work product of the party preparing such plans and specifications heretofore or hereafter prepared by any Contractor (as defined below) related to Sea Haven Park (collectively “Plans and Specifications”).

For purposes of this Assignment, the term “Contractor” means any consultant, architect, construction contractor, engineer or other person or entity entering into Agreements with the Developer and/or preparing Plans and Specifications for the Developer with respect to Sea Haven.

This Assignment is made to allow the City to undertake the construction of Sea Haven Park pursuant to the Plan and Specifications.

This Assignment shall be governed by the laws of the State of California, except to the extent that Federal laws preempt the laws of the State of California, and the Developer consents to the jurisdiction of any Federal or State Court within the State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action shall be entitled, in addition to any other recovery, to reasonable attorneys' fees and costs.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of the Developer and the City; provided, however, this shall not be construed and is not intended to waive the restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by the Developer contained in the Development Agreement.

Executed by the Developer on _____, 2025.

DEVELOPER:

TRUMARK COMPANIES, LLC, a Delaware
limited liability company

By: _____

Its: _____

ARCHITECT'S/ENGINEER'S CONSENT

The undersigned architect and/or engineer (collectively referred to as “**Architect**”) hereby consents to the foregoing Assignment of Plans and Specifications, (“**Assignment**”), of which this Architect's Consent (“**Consent**”) is a part, and acknowledges that there presently exists no unpaid claims presently due to the Architect except as disclosed to the City arising out of the preparation and delivery of the Plans and Specification to the Developer and/or the performance of the Architect's obligations under any agreement between Developer and Architect relating to the Plans and Specification, as the term “Plans and Specification” is defined in the Assignment.

Architect agrees that the City may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared.

Executed by the Architect on _____, 2025.

Address of City:	Address of Architect:
City of Marina 211 Hillcrest Marina, CA Attn: City Manager	Architect: _____ _____ _____ By: _____ Its:

Exhibit B
Legal Description

The land referred to is situated in the County of Monterey, City of Marina, State of California, and is described as follows:

“Parcel 1 Remainder” shown on the map entitled “Marina Heights Phase 5a—Tract No. 1540, filed for record September 26, 2019 in Volume 24 of Cities and Towns, at Page 62, filed in the Office of the County Recorder, County of Monterey, State of California.

Excepting the mineral rights reserved in the Quitclaim Deed from the United States of America acting by and through the Secretary of the Army to the Fort Ord Reuse Authority recorded October 17, 2002 under Recorder's Series Number 2002097674, Monterey County Records together with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the surface of the property, and as modified by that certain “Deed Amendment No.1 for City of Marina” recorded March 9, 2011 as Document No. 2011013752, Monterey County Records.

APN: 031-271-019

1966611.7

October 27, 2025

Item No:

Honorable Chair and Members of the
Marina Planning Commission

Meeting of:
November 13, 2025

**PLANNING COMMISSION TO CONSIDER ADOPTING RESOLUTION
2025-16 RECOMMENDING APPROVAL OF THE DRAFT LAND USE PLAN
AMENDMENT ASSOCIATED WITH THE CITY'S COMPREHENSIVE
LOCAL COASTAL PROGRAM (LCP) UPDATE TO THE CITY COUNCIL.
THE PREPARATION OF LCP AMENDMENTS IS EXEMPT FROM
ENVIRONMENTAL REVIEW PER PRC SECTION 21080.9 AND SECTION
15265(a)(1) OF THE CEQA GUIDELINES.**

RECOMMENDED MOTION:

“I move to adopt PC Resolution 2025-16 recommending that the City Council approve the draft Land Use Plan amendment portion of the City’s Local Coastal Program update subject to findings and CEQA exemptions in Public Resources Code Section 21080.9 and Section 15265(a)(1) of the CEQA Guidelines.”

BACKGROUND:

The City of Marina’s current Local Coastal Program¹ (LCP) was adopted by the City Council and certified by the California Coastal Commission (CCC) in 1982 and amended through 2013. Since that time, the development needs of the City, State laws, and the regulatory setting within the Coastal zone have changed dramatically. In 2023, the CCC issued a call for applications to its Local Assistance Grant Program specifically to assist cities and counties in preparing updates and amendments to their existing LCPs. In October of 2023, the City was awarded a \$497,120.00 grant to undertake a comprehensive update to our 1982 LCP. With this grant funding, the City entered into a professional services agreement with EMC Planning Group and Integral Consulting to conduct the necessary outreach and other tasks identified in the grant agreement needed to prepare an update to the 1982 LCP that not only reflects the needs and goals of the City, but is consistent with the Coastal Act, a wide range of CCC guidance documents, and new science that has emerged in recent years.

The City was awarded a separate grant in 2017, renewed in 2022, to prepare a Coastal Hazards/Sea Level Rise (Hazards) amendment to our existing LCP. This work has been undertaken separately from the comprehensive update. The Planning Commission recommended approval and the City Council ultimately approved the Land Use and Implementation Plans for the Hazards/SLR amendment in late 2024 and early 2025, respectively, and these are going to the Coastal Commission for certification as this report is being written. Staff will provide an update at the Planning Commission meeting.

Given the outdated nature of the 1982 LCP, staff and the consultants chose to not only update specific policies to make them consistent with current Coastal Commission guidance, practice, and science, but also to replace the old document with an entirely new layout and format that is easier to read and use for both the public and staff. City staff and consultants discussed this with Coastal staff who were very supportive of this methodology. An example of one major area which will look very different between the two (2) documents pertains to discussions on “Vernal Ponds” in the current LCP and including these wetland features in the Biological Resources (BIO) section of the updated LCP as wetlands / Environmentally Sensitive Habitat Areas or ESHAs which is what they are; e.g., there is no need to have

¹ <https://www.cityofmarina.org/DocumentCenter/View/14301/Clean-Reformatted-LUP>

a long narrative about Vernal Ponds when their assessment and protections are the same as other types of ESHA.

The Coastal zone encompasses approximately 1.5 square miles with the City and represents a relatively small area that primarily consists of protected ESHA and open space. Within that area, there is relatively little vacant developable land. The vacant land available for development is primarily within the Marina Landing Shopping Center which is discussed in detail below. Aside from the Marina Landing properties, only 32 residential parcels (already developed with single-family residences) and a 12.5 acre area on the east side of Dunes Dr. (currently planned, zoned, and developed with visitor-serving uses) are not already designated for public facility, public access and recreation, and open space.

The Planning Commission's recommendation is reflected in Resolution 2025-16 (Exhibit A) referenced to herein.

ANALYSIS:

Similar to a General Plan, the draft Land Use Plan (LUP) is divided into several chapters. Each chapter contains a background statement on why the section is included, a section on relevant Coastal Act policies and definitions, and a list of broad land use policies to guide future development within this portion of the City. In order to implement these land use policies, the City will also adopt an Implementation Plan or IP which will be imbedded into Title 17 of the City's Municipal Code and will replace the existing Sec. 17.40 – *Coastal Zoning* with new updated zoning and development standards. The draft IP will follow the draft LUP for public review and Planning Commission/City Council action.

The draft LUP² includes the following sections:

- 1.0 Introduction and Framework
- 2.0 Public Access and Recreation (PAR)
- 3.0 Biological Resources and ESHA (BIO)
- 4.0 Marine Resources and Water Quality (MWQ)
- 5.0 Coastal Hazards (HAZ) – note that this section refers to the separate amendment discussed above. Once the Hazards amendment is fully certified and approved in its final form by the City Council it will be inserted into this section and will become a part of the overall LUP and IP
- 6.0 Land Use and Development (LUD)
- 7.0 Scenic and Visual Resources (VIS)
- 8.0 Tribal, Cultural and Historic Resources (TCH)
- 9.0 Environmental Justice (EJ)

Given the length and complexity of the draft LUP, staff and the consultant will focus on several key issues rather than going through each chapter or section individually. These key issues and areas of special focus follow:

Coastal Access

Through our online surveys and several public workshops and tabling events, staff have learned that improved access to our coastline is of critical importance to the community and decision makers. The two (2) key challenges to improving existing coastal access or creating new access locations are: 1) topography, and 2) land ownership. Most of the City's 3.5 mile coastline consists of a beautiful and very large natural Flandrian dune complex. Some of the dunes are over 100' high. Although we've learned through the preparation of our Hazards LCP amendment that these dunes provide great protection to the City in terms of SLR and tsunami hazards, they are also a serious barrier to access. The height and shifting sand dynamic of the dunes make it very difficult (and expensive) to build and maintain accessible trails and other facilities.

² [FINAL-City-of-Marina-Land-Use-Plan-Public-Draft_10-06-25-release-minus-App.-D.pdf](#)

Directly relating to the dunes themselves is the ownership pattern along the shoreline. The southern half of the coast, approximately, is owned and maintained by California State Parks (Marina State Beach unit). Therefore, State Parks, not the City of Marina, is responsible for providing and maintaining access facilities. State Parks must balance their desire and obligation through the Coastal Act to provide public access with ensuring that the sensitive dune habitat/ESHA is protected. Given the erosional forces of the waves and wind along this area, State Parks is constantly challenged in its mandates to provide recreational opportunities while protecting ESHA. This LUP does not propose to add new access points but rather seeks to reduce barriers in partnership with landowners.

The remaining northern half of the coast consists of four (4) property owners: the Marina Coast Water District (MCWD), the Sanctuary Beach Resort (Resort), the Monterey Peninsula Regional Park District (MPRPD), and the CEMEX property which the draft LUP refers to as the “North Dunes” site as the property is intended to be conveyed to a public agency as part of the State’s cease and desist order.

The MCWD property at 11 Reservation Rd. does not provide public access to the beach and is developed with several older office buildings, the old concrete wastewater treatment facility (inoperable) and a small structure that houses an existing small desal plant. MCWD has already relocated many of its operations to an inland site and plans to adopt managed retreat to address future SLR at this location.

The Resort, located at 3295 Dunes Dr., has dedicated public access to the beach as required by its original Coastal Development Permit (CDP) issued by the Coastal Commission in 1996. The Resort must maintain this access point along with the parking and signage associated with it.

MPRPD owns the two (2) properties to the north of the Resort accessed by the beach or by a trail at the northern terminus of Dunes Dr. These properties provide open space, public access to the beach, and dune restoration and mitigation opportunities.

Lastly, the “North Dunes” (CEMEX) site at almost 400 acres is the largest property in the City’s Coastal zone and is currently held in private ownership. The proposed land use designation of *Open Space* will prioritize public beach access and recreational uses at this site including an improved vehicular access from Lapis Rd. which is outside City limits.

The proposed PAR land use policies are intended to strengthen the City’s commitment to this primary tenant of the Coastal Act through creative collaboration with public and private partners along the coast.

Open Space Land Use Designation

As indicated on the draft Land Use Map (Fig. 10) the vast majority of lands within the Coastal zone are proposed to have a land use designation of Open Space. This includes the “North Dunes” property and the majority of Locke-Paddon Park (LPP). Draft policies propose principally and conditionally permitted uses as follows:

(LUD-7) Principally permitted uses shall include preserved open space, dune preservation, coastal dependent research, beach access, passive recreation facilities and supporting uses, walking trails, public parks, including botanical gardens, community gardens, parking lots, restrooms, picnic areas, overlooks, sensitive habitat areas and restoration projects supporting them, open space for hazard protection or scenic preservation, and coastal-dependent recreation. Conditional uses shall include active recreational facilities, such as bicycle paths, camping facilities and ancillary uses supporting public agencies.

(LUD-8) *The City shall prioritize improvements to recreational facilities within the C - Open Space district and encourage and support ongoing public access and restoration activities on properties under public ownership.*

Staff requests that the Planning Commission consider these allowed uses in the context of all of the properties that they would apply to and additionally review the definitions of “passive” and “active” recreation as provided in Appendix A of the draft LUP.

“Active Recreation” means moderate-intensity recreational uses that are typically offered in a City park, including but not limited to park buildings, community centers, bicycle paths, campgrounds and ancillary uses supporting public agencies.

“Passive Recreation” means low intensity recreational uses such as walking trails, hiking trails, boardwalks, picnic areas, interpretive signage, interpretive centers, botanical gardens, community gardens, and nature observation decks.

Are these appropriate uses and definitions given the particular areas that will be planned Open Space? Passive recreation uses are principally permitted and more active recreation uses are conditionally permitted; i.e., would require a Conditional Use Permit.

The Marina Landing Shopping Center (portion)

The vacant ±5.5 acre property in the northeast corner of the Marina Landing Shopping Center located at the intersection of Del Monte Blvd. and Beach Rd. is currently planned General Commercial (GC) in the City’s 1982 LCP. The owners of the property, Terry Tallen (Monterey Bay Investments, LLC) and the Indiana University Foundation (IUF) would like to have this land use designation changed to one that allows mixed-use and/or high-density multi-family housing. The GC land use does not allow housing including that housing associated with a commercial development. The owner’s argument for the change stems from lack of interest in the location by commercial developers.

A significant number of all types of housing units (single-family, multi-family, below market rate, etc.) are already under development or are subject to approved entitlements throughout the City and Marina now has a certified 6th Cycle Housing Element which verifies that we are in good standing with the State Housing and Community Development Dept. (HCD). In order to pay for the continued maintenance of roads and the provision of other services for all of the housing units coming online throughout the City, Marina needs revenue through sales tax and/or Transient Occupancy Tax (TOT) and encourage the owners to pursue commercial uses that would benefit both parties. The City of Marina is building more housing than any other jurisdiction on the Peninsula with more coming along soon with the Marina Station development currently under construction. The City commissioned a Real Estate Market Analysis & Site Assessment³ (HdL Companies, April 2025) which studied this site specifically and found that it would support the type of commercial development allowed in the GC designation.

Although the draft LUP does not include a change to the land use on the map, it does recommend a variety of changes to the allowed uses in an effort to bring them up to date with current market needs. The proposed uses include: *retail stores and shops of a commercial character conducted within a building, such as large retail centers, appliance stores, banks, salons, bookstores, food stores, furniture shops, professional and medical offices, veterinary offices and clinics, restaurants, art studios and galleries, clothing stores, hotels and motels, clubs, lodges, churches, and public and quasi-public uses and buildings, public utility uses and buildings, gas and service stations, schools and academies, health clubs and wellness spas, retail plant nurseries, and other uses with similar characteristics. Drive-thru uses are not allowed.* (pg. 6-14)

³ https://www.cityofmarina.org/DocumentCenter/View/16220/HdL-Marina-Market-Study_April-2025

Note that this draft includes a prohibition of drive-thru uses – if the Planning Commission finds that this site is appropriate for drive-thru uses or any other uses not enumerated here, it may recommend such a change to the City Council. The existing Quick Quack car wash would become a legal, non-conforming use subject to the requirements of that section of the Municipal Code.

The question of whether or not any type of housing should be allowed at this site has been discussed by the General Plan Advisory Committee (GPAC), at public workshops relating to both the General Plan update (GP2045) and this LCP update and by the Planning Commission and City Council at their review of the preferred land use alternatives for the GP2045 earlier this year. At all of these public venues, the preference has been to keep this location planned and zoned for commercial use, not for residential development. However, if the Planning Commission finds that residential development may be appropriate for this site it may add the change to the Resolution which will move forward to the City Council.

It should be noted that, historically, the Coastal Commission has not been supportive of developing housing in the Coastal zone as it has been reserved for access, ESHA protections, and visitor serving uses like hotels and motels, but given the statewide pressure to provide all types of housing everywhere, the Commission is relaxing its previous strong opinions on this topic.

Outreach and Engagement

It is the City's good practice and a requirement of the CCC to conduct extensive outreach to the community to try to ascertain residents' desires for the future of the City's Coastal zone. Our consultants prepared an LCP Update Engagement Plan and follow-up summary⁴. In addition to reaching people through online surveys (145 responses), workshops (58 attendees), and tabling at City events, staff conducted formal Senate Bill (SB) 18 Tribal consultation with the Ohlone Costanoan Esselen Nation (OCEN) which resulted in the acknowledgement that all of the Coastal zone is potentially sensitive in terms of Tribal and/or Archaeological Resources and has been mapped accordingly.

These outreach efforts were made in accordance with Public Resources Code (PRC) Section 30503 and California Code of Regulations, Title 14, Section 13515.

Relationship to the Coastal Hazards/Sea Level Rise Amendment

As mentioned above, the City-approved Hazards amendment is scheduled for a hearing on November 7, 2025. The Commission staff report is generally supportive of the City's goals, policies, and standards, but is not in support of the complete removal of hard armoring and shoreline protection devices that are allowed by the Coastal Act under very limited circumstances. As a result, Coastal Commission staff has proposed language to the Coastal Commission that would allow shoreline protective devices for existing uses (pre-1972), coastal dependent uses (which it views as very limited), or public beaches in danger of erosion, citing Section 30235 of the Coastal Act. Once the CCC has taken action on the proposed amendment, the final version must be approved by the City Council. If the CCC makes changes to the amendment that are not acceptable to the Council, the Council may reject the CCC's version. There have been several meetings between Coastal staff and City staff, including the City Manager and City Attorney, to address concerns and options pertaining to this shoreline protection device issue. It should be noted that State law (SB 272) requires that all local governments adopt a "sea level rise" plan before 2034. Once the Hazards amendment is certified and some version of it is approved by the Council, it will be embedded into this LUP and IP.

ENVIRONMENTAL REVIEW:

The preparation of or amendment to an existing certified LCP is not subject to environmental review per PRC Section 21080.9 and Section 15265(a)(1) of the CEQA Guidelines.

⁴ [Marina-LCP-Update-Community-Engagement-Summary_10.07.25.pdf](#)

⁵ https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB272

Respectfully submitted,

Alyson Hunter, AICP
Planning Manager, Community Development Dept.
City of Marina

Reviewed/concur:

Guido Persicone, AICP
Director, Community Development Dept.
City of Marina

RESOLUTION NO. 2025-16

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL APPROVE THE DRAFT LAND USE PLAN (LUP) AMENDMENT PORTION OF THE COMPREHENSIVE LOCAL COASTAL PROGRAM (LCP) UPDATE. THE PROPOSED AMENDMENT IS NOT SUBJECT TO ENVIRONMENTAL REVIEW PER PUBLIC RESOURCES CODE (PRC) SECTION 21080.9 AND SECTION 15265(a)(1) OF THE CEQA GUIDELINES.

WHEREAS, with funding through a grant from the California Coastal Commission, the City entered into a Professional Services Agreement with EMC Planning and Integral Consulting to prepare a comprehensive update to the City's 1982 Local Coastal Program (LCP);

WHEREAS, the comprehensive update includes, but is not limited to: 1) reformatting the current 1982 LCP so that it is clearer and easier to use; 2) extensive outreach and public engagement to understand the desire of the community in terms of future uses and what should be protected within the Coastal zone; 3) creating a new draft policy document to replace the current LUP in both form and function; and 4) to ensure that the City's LCP is consistent with the Coastal Act and reflects modern science, community needs, and climate resiliency;

WHEREAS, the final version of the separate, but related Coastal Hazards/Sea Level Rise LUP amendment will be imbedded within this document upon certification by the California Coastal Commission (CCC) and final adoption by the Marina City Council;

WHEREAS, in preparing this draft LUP (Exhibit A), City staff and consultants met with Coastal staff several times to ensure that the resulting draft reflects a collaborative effort and the best possible outcome in terms of support when it reaches the Coastal Commission for certification;

WHEREAS, staff completed the required Tribal consultation under SB 18 with the Ohlone Costanoan Esselen Nation (OCEN) and included policies that will protect sacred lands. The entire Coastal zone in Marina is within the OCEN ancestral territory; requirements for pre-construction investigation have been included (CUL-3);

WHEREAS, if adopted by the City Council and certified by the Coastal Commission, the LUP policies herein will bring Marina's LCP into the modern era by providing a clear and concise framework for land development within the Coastal zone;

WHEREAS, the findings and conclusions made by the Planning Commission in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed amendment, which is incorporated herein by this reference. The findings are not based solely on the information provided in this resolution;

WHEREAS, the Planning Commission recommends that the City Council approve the proposed amendments based on the materials provided herein and exemptions to environmental review per Public Resources Code (PRC) Section 21080.9 and Section 15265(a)(1) of the CEQA Guidelines.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina, that it hereby recommends the City Council adopt the draft Land Use Plan amendment and direct staff to submit the final amendment documents to the CCC for final certification; and

BE IT FURTHER RESOLVED by the Planning Commission of the City of Marina, that it finds the draft Land Use Plan amendment will be carried out in a manner fully in conformity with the Coastal Act.

BE IT FURTHER RESOLVED that the public, decision makers and other interested parties have had access to surveys and draft documents on the City's dedicated comprehensive LCP Update website since early 2024 and to this draft for 30 days prior to this hearing. A hard copy of the draft was also made available for public review in the City's Community Development Dept. Permit Center at 209 Cypress Ave. in Marina for 30 days prior to this hearing date. These actions were taken in accordance with PRC Section 30503 and California Code of Regulations, Title 14, Section 13515.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 13th of November, 2025, by the following vote:

AYES, PLANNING COMMISSIONERS:

NOES, PLANNING COMMISSIONERS:

ABSENT, PLANNING COMMISSIONERS:

ABSTAIN, PLANNING COMMISSIONERS:

Glenn Woodson, Chair

ATTEST:

Guido Persicone, AICP, CDD Director

Exhibit A

Draft Land Use Plan (LUP)

A copy of this document will be made available upon request or can be viewed on the City's website:

[FINAL-City-of-Marina-Land-Use-Plan-Public-Draft 10-06-25-release-minus-App.-D.pdf](#)

Community Engagement Summary (LUP Exhibit F):

<https://marinalcpupdate.org/wp-content/uploads/2025/10/Marina-LCP-Update-Community-Engagement-Summary 10.07.25.pdf>