

Regular Meeting Of The Marina Planning Commission

AGENDA

REGULAR MEETING OF THE MARINA PLANNING COMMISSION

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID)

**Marina City Council Chambers
211 Hillcrest Avenue, Marina, CA**

6:30 PM Regular Session

Zoom Meeting URL: [HTTPS://US02WEB.ZOOM.US/J/84287578704](https://us02web.zoom.us/j/84287578704)

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

Participation

You 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. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to MARINA@CITYOFMARINA.ORG with the subject line "Public Comment Item #_" (insert the item number relevant to your comment) or "Public Comment - Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. 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 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 place him under arrest or otherwise cause him to be prosecuted 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 meeting of interest as information to 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.

. A. Inclusive Playground Community Build

Staff to update the Commission on the City's efforts to develop an all-inclusive playground and request for participation on an on-going committee of the Recreation & Cultural Services Department.

5. Ex Parte Communications For Quasi-Judicial Matters

On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Council Member had contact and the nature of the contact.

Written ex parte communications must be forwarded to the City Clerk so they can be provided to the entire Council 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 the March 13, 2025, Meeting Action Minutes. Not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

Documents:

DRAFT MINUTES MEETING PLANNING COMMISSION MARCH
13 2025.PDF

7. Public Hearings

Time will be set aside during the Public Hearing to receive oral comments on all items listed as Public Hearings. Staff will present the project brought forth for Planning Commission consideration and possible action and answer questions from the Planning Commissioners. Planning Commissioners will disclose any ex parte communication before making comments on each project. The applicant will then have the opportunity to make a presentation. The public will then be invited to approach the podium to provide up to three (3) minutes of public testimony and then the applicant will have a chance for a short rebuttal of any issues raised by the public.

. A. 3344 Paul Davis Dr. Conditional Use Permit

Planning Commission to adopt PC Resolution 2025-05 approving Conditional Use Permit (CUP) CU25-001 allowing light manufacturing for wine production with incidental wine sales, wine tastings by appointment, and wine events by appointment at 3344 Paul Davis Drive, Units 3 and 4 (APN: 033-281-020), subject to findings, conditions of approval, and a Class 1, Sec. 15301 CEQA Exemption for Existing Facilities. Planner: Brian Kim, Assistant Planner | 831-884-1237

| BKIM@CITYOFMARINA.ORG

Documents:

• **B. Proposed Changes To The Municipal Code - Inclusionary Housing**

Planning Commission to adopt PC Resolution 2025-06 recommending that the City Council adopt an ordinance amending the Zoning Code (Title 17) and a resolution amending Section 5.7.2 of the 2000 General Plan, both to implement Program 2.4 of the Housing Element. The recommended action is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines. Planner: Guido Persicone, AICP, CDD Director | 831-884-1289

| GPERSICONE@CITYOFMARINA.ORG

Documents:

STAFF REPORT HOUSING ELEMENT DRAFT ORDINANCE
ZONING TEXT AMENDMENTS (PROGRAM 2.4) (SMW EDITS).PDF
DRAFT ORDINANCE INCLUSIONARY ORDINANCE UPDATE
(SMW EDITS).PDF
DRAFT CC RESOLUTION-GENERAL PLAN AMENDMENT-
INCLUSIONARY ORDINANCE (SMW EDITS).PDF

• **C. Proposed Changes To The Municipal Code – Child Care Zoning**

Planning Commission to adopt PC Resolution 2025-04 recommending that the City Council adopt the proposed amendments to Title 17, Article 1, by amending Sections 17.06 and 17.12 allowing Day care centers as Conditional uses in residential zones and Sections 17.18, 17.20, 17.22, and 17.24 to allow same in certain commercial zones as principally Permitted uses. The Ordinance also amends section 17.42.135.1 by removing the concentration restriction for small and large family child care homes. The proposed Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines. Planner: Brian Kim, Assistant Planner | 831-884-1237 | BKIM@CITYOFMARINA.ORG

Documents:

PCSR_CHILDCARE_ORDINANCE_UPDATE.PDF
CHILDCARE ORDINANCE DRAFT.PDF

8. Informational Items

• **A. Targeted Amendments To The Zoning Ordinance**

The Planning Commission will receive an informational presentation on proposed amendments to Marina Municipal Code Title 17. The comprehensive update includes the addition of a new chapter on staff approvals and procedures. The proposed changes address administrative approvals for beer and wine sales incidental to food service, regulations for fences and accessory structures, and other zoning updates.

Not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061. Planner: Nicholas McIlroy, AICP, Senior Planner | 831-884-1217 | NMCILROY@CITYOFMARINA.ORG

Documents:

TARGETED AMENDMENTS TO THE ZONING CODE UPDATE -
PRESENTATION.PDF

9. Staff & Major Projects Updates

10. Correspondence

11. Adjournment



Thursday, March 13, 2025

6:00 PM Open House
6:30 PM Regular Session

DRAFT MINUTES AGENDA
REGULAR MEETING OF THE PLANNING COMMISSION

1. **6:00-6:30 P.M. Community Development Block Grant Open House**

County of Monterey Housing staff will provide CDBG information to the Planning Commission and public in an open house setting.

2. **Call to Order:** 6:29 P.M.

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

Present: Woodson, Walton, Rana, Jacobsen, Baron, St. John, Cheng, Rana (Arrived at 6:31 PM)

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

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

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

7. **Consent Agenda**

A. **Approval of Minutes**

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

Woodson motions (2nd Jacobson) to approve the minutes from January 23, 2025. On a 7-0 vote the motion was approved (7-0-0-0).

Ayes (7): Woodson, Rana, St. John, Jacobsen, Walton, Cheng, Baron, Walton

Noes (0): None

Recuse (0): None

Absent (0): None

8. **Public Hearings:** *None*

9. **Informational Items**

A. **Community Development Block Grant (CDBG) Presentation**

The Planning Commission received an informational presentation on the CDBG Presentation to the Planning Commission to solicit input from the commission on how said funds should be spent by the City of Marina.

10. **Staff & Major Projects Update**

11. **Correspondence**

12. **Adjournment:** 8:08 PM

March 18, 2025

Item No. **7A**

Members of the
Planning Commission

Planning Commission Meeting
of April 10, 2025

**CONSIDER ADOPTING PLANNING COMMISSION RESOLUTION NO. 25-05
APPROVING CONDITIONAL USE PERMIT CU25-001 ALLOWING LIGHT
MANUFACTURING FOR WINE PRODUCTION WITH INCIDENTAL WINE
SALES, WINE TASTINGS BY APPOINTMENT, AND WINE EVENTS BY
APPOINTMENT AT 3344 PAUL DAVIS DRIVE, UNITS 3 AND 4 (APN: 033-281-
020). PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER
SECTION 15301 OF THE CEQA GUIDELINES.**

RECOMMENDED MOTION:

“I move to adopt PC Resolution 2025-05 approving Conditional Use Permit (CUP) CU25-001 allowing light manufacturing for wine production with incidental wine sales, wine tastings by appointment, and wine events by appointment at 3344 Paul Davis Drive, Unit 3 and 4 (APN: 033-281-020), subject to findings, conditions of approval, and a Class 1, Sec. 15301 CEQA Exemption for Existing Facilities.”

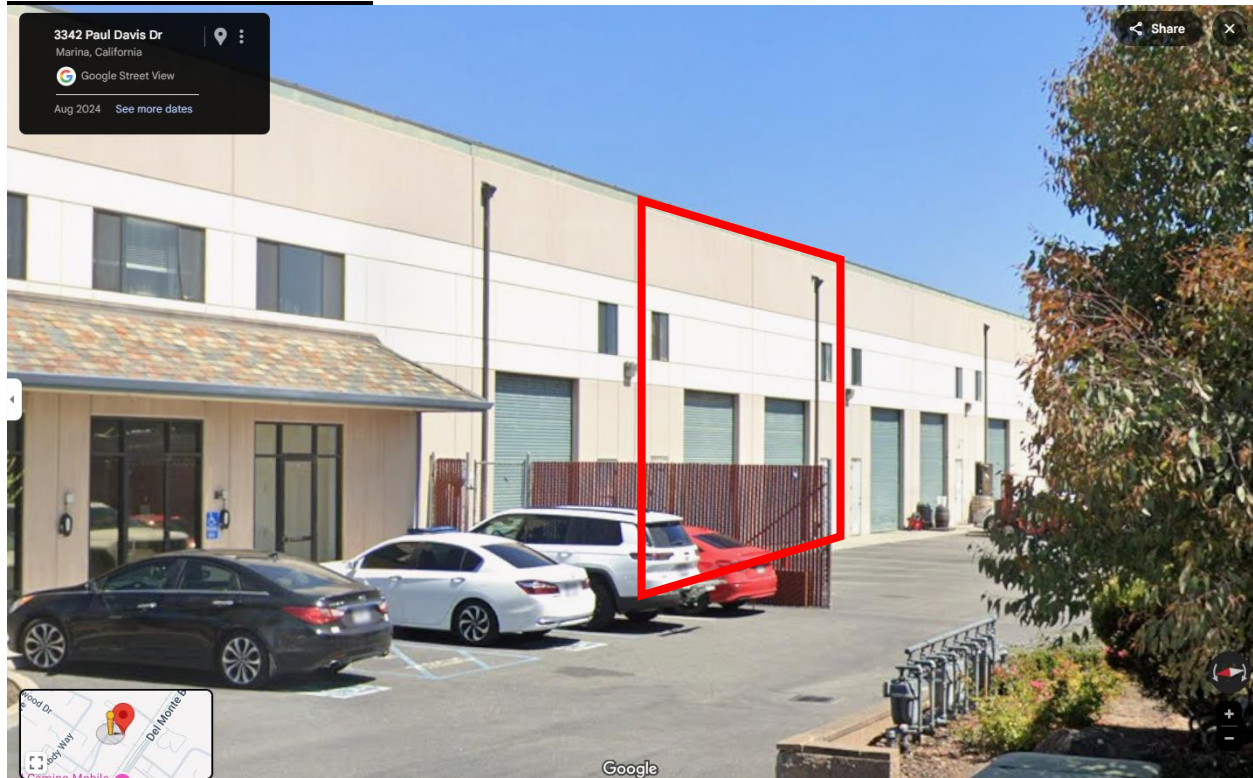
GENERAL SITE INFORMATION:

Site Name	Brosseau Wine Studio
Location	3344 Paul Davis Drive, Units 3 and 4
Parcel No.	033-281-020
General Plan Designation	I-LISC or Light Industrial/Service Commercial
Zoning District	BP/P or Business Park and Planned Industrial Small Lot Combining District
Owner	Pete Scudder
Applicant	William Brosseau

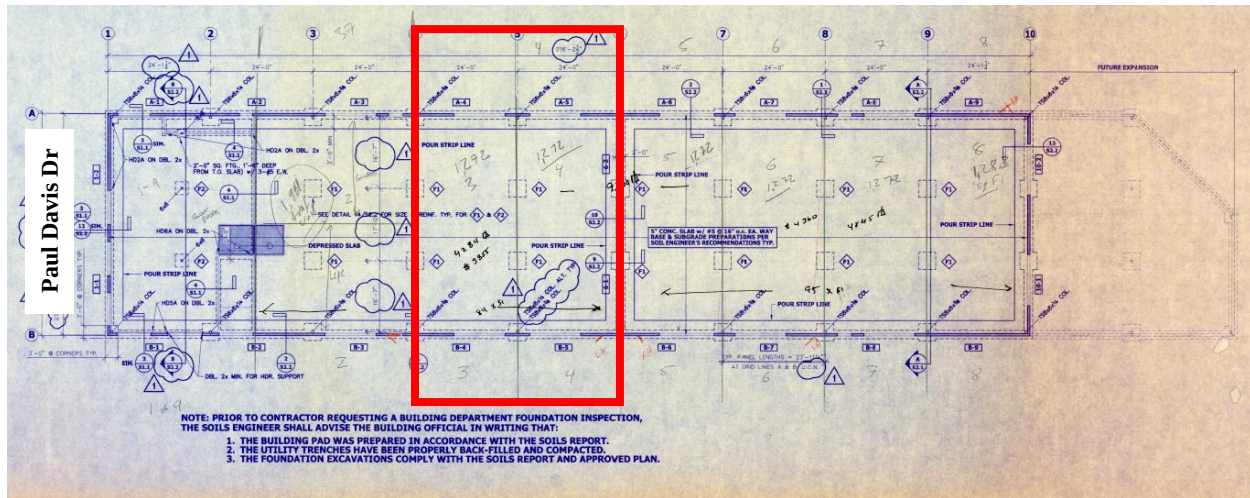
PROJECT LOCATION



GOOGLE STREETVIEW



FLOOR PLAN:



BACKGROUND

On February 14, 2025, William Brosseau, applied for Conditional Use Permit No. CU25-001 to allow the light manufacturing use of wine production with incidental wine sales, wine tastings by appointment, and wine events by appointment on 3344 Paul Davis Dr, Units 3 and 4.

On March 11, 2025, Police Commander Richard Cox confirmed that that the Police Department had no concerns or comments regarding the proposed use of the wine studio at this location.

PROJECT ANALYSIS

The applicant proposes to use the two commercial spaces for wine production. This use requires a conditional use permit pursuant to Marina Municipal Code Section 17.24.030 (Conditional uses).¹ The applicant will be the sole employee handling the majority of the work, with periodic temporary labor hired through a contractor on larger workdays. The proposed hours for wine production and winemaking are 7:00 AM to 8:00 PM, occurring sporadically and largely confined to indoor areas, with no public access. Most activities will take place indoors, with periodic forklift activity outside for loading and unloading trucks. There is an outdoor storage area in the back of the property for each tenant as noted in on the project location above. The applicant plans for storage of plastic bins and trailer used for hauling grapes. Barrel and glass deliveries will be made by a small truck a couple of times over the summer. Grape deliveries will likely be five (5) to ten (10) small trucks total during harvest months (typically September through November). The deliveries are typical for this type of use and will have a similar impact to other light industrial uses that exist at this site.

Incidental Wine Tasting and Events

Wine sales, wine tastings by appointment, and wine events by appointment are incidental to the primary light manufacturing use. The appointment-only tastings will be limited to small groups, typically no more than one per day. For tastings by appointment and reservation, the proposed

¹ Source: <https://marina.municipal.codes/Code/17.24.030>

hours are 12:00 PM to 5:00 PM, usually on weekends. The periodic tasting events will occur on weekends or evenings.

Parking Agreement for Events

There are twenty-eight (28) regular parking spaces and two (2) handicap spaces at the facility and adjoining facility owned by the landlord. The applicant submitted a shared parking agreement, signed by other tenants, allowing the use of the parking lot from 5:30 PM to 10:00 PM Monday through Friday and from 11:00 AM to 10:00 PM on Saturdays and Sundays, with at least one week's notice. Event plans will be discussed among the tenants to ensure there are no scheduling conflicts. The Parking agreement is included as **Exhibit D**.

Hazardous Materials

There will be small amounts of 70% ethyl alcohol used for sanitizing and stored in approved non-flammable containers. Additionally, there will be no more than 20 gallons of 6% sulfur dioxide liquid for preservation of wine. Staff added Condition of Approval #16 that the business owner must notify Marina's Fire Department and Monterey County's Environmental Health Department of the toxic materials described above.

Zoning Analysis

The proposed project is compliant with the City of Marina Zoning Code as detailed in Exhibit A, Findings.

General Plan Analysis

The proposed project is compliant with the City of Marina General Plan as detailed in Exhibit A, Findings.

CORRESPONDENCE

The City has not received correspondence for this project.

CONFLICT OF INTEREST

Commission members are subject to all aspects of the Political Reform Act. Commission members must not make, participate in making, or attempt to influence in any manner a governmental decision which he/she knows, or should know, may have a material effect on a financial interest. Staff is not aware that any Commissioner owns property within 1,000 feet of the project site.

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

The City of Marina Planning Division determined that this project is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under Class 1, Section 15301 for Existing Facilities.

CONCLUSION

This request is submitted for Planning Commission action.

Respectfully submitted,



Brian Kim, Assistant Planner
Community Development Department
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Director , Community Development Department
City of Marina

DRAFT RESOLUTION NO. 2025-05

**RESOLUTION NO. 25-05 OF THE PLANNING COMMISSION APPROVING
CONDITIONAL USE PERMIT CU24-03 ALLOWING THE ONSITE SALE AND
CONSUMPTION OF SPIRITS, BEER, AND WINE AT A FULL-SERVICE
RESTAURANT LOCATED AT 250 RESERVATION ROAD UNIT B (APN: 032-
181-016).**

WHEREAS, on February 14, 2025, William Brosseau, applied for Conditional Use Permit No. CU25-001 to allow wine production, wine sales, wine tastings by appointment, and wine events by appointment at 3344 Paul Davis Drive, Unit 3 and 4;

WHEREAS, on March 11, 2025, Police Commander Richard Cox confirmed that that the Police Department had no concerns or comments regarding the proposed use of the wine studio at the proposed location;

WHEREAS, the site is zoned BP/P (Business Park and Planned Industrial Small Lot Combining District) with a General Plan designation of I-LISC (Light Industrial/Service Commercial);

WHEREAS, the hours for wine production and wine sales are proposed to be open daily from 7:00 AM to 8:00 PM with wine tastings and events by appointment from 12:00 PM to 5:00 PM;

WHEREAS, the Planning Commission at a properly noticed public hearing April 10, 2025, carefully considered all of the information presented to it, including the staff report and information submitted at the public hearing by interested persons;

WHEREAS, the City of Marina Planning Division determined that this project is categorically exempt from environmental review in accordance with Section 15301 of the California Environmental Quality Act (CEQA) applicable to the operation, repair, maintenance or minor alteration of existing structures of facilities.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina hereby approve Conditional Use permit CU25-001 allowing wine production, wine sales, wine tastings by appointment, and wine events by appointment at 3344 Paul Davis Drive, Unit 3 and (APN: 033-281-020) as described herein and as shown on Exhibit A Findings, Exhibit B Conditions, Exhibit C Floor Plan and Exhibit D Parking Agreement attached hereto.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th of April 2025, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

Glenn Woodsen, Chair

ATTEST:

Guido Persicone, AICP
Community Development Director

Exhibits:

- A. Findings
- B. Conditions of Approval
- C. Floor Plan
- D. Parking Agreement

EXHIBIT A FINDINGS

Consistency with the Zoning Code

General findings for consideration of a use permit (17.58.040):

- 1) *That the establishment, maintenance or operation of the use will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood.*

Evidence: Wine production is the primary use and will not be detrimental as it is similar in nature to other light manufacturing uses permitted in this district. Further, the incidental wine tastings and wine events on the premises serves as a convenience to the public and an experience for guests.

- 2) *That the use will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city*

Evidence: The use of wine production with incidental wine tastings and sales will not be detrimental or injurious to property because this use is within a fully enclosed building. Additionally, the incidental uses of wine tastings and wine events are not detrimental as the events are held in the back of the property in a designated events area.

General Plan Compliance

Consistency with the General Plan

- 1) General Plan Policy 2.74 states:
“Approximately 290 acres of land are reserved for industrial and commercial-services uses. Each of the designated areas has a distinctive role based on its respective locational characteristics. The intent is to accommodate a broad range of industrial and commercial-service activities within the City, thereby enhancing local opportunities for employment and economic development and providing for the service needs of other uses within the City.”

Evidence: The designated area for the proposed use of wine production fits the locational characteristics of the plaza as there are other wine businesses and light manufacturing uses in the nearby units and properties. The proposed use would also add wine tastings and events by appointment. This use will provide an additional service and convenience for residents and tourists enhancing economic development in Marina.

- 2) General Plan Policy 2.76.5 states:
“The potential for adverse impacts of industrial and commercial-services upon residential uses has been addressed principally by the physical separation of these areas from areas

which have a significant level of existing residential use or potential for such use. However, there are two general areas designated for industrial and commercial-services uses which have close proximity to areas which have a significant level of existing or potential residential use. These two general areas are (1) the Paul Davis Drive/Healy Avenue industrial and commercial-service area and (2) the Reindollar Avenue industrial and commercial-service area. In these two areas, industrial and commercial-service uses which have the potential for adverse impacts upon abutting residential uses shall be mitigated by a combination of design features and operational controls as might be appropriate given the individual circumstances. Design features should include orientation of any open storage areas and building openings away from abutting parcels which have a significant level of existing or potential residential uses and, where such orientation is not possible, by the introduction of solid masonry wall and landscape buffering at the property line. Operational controls should include limitation upon the hours of operation, i.e., prohibiting certain operation or activities to typical business hours.”

Evidence: The location for the proposed use is on Paul Davis Drive, which is one of the two general areas where potential adverse impacts have been mitigated by site layout. The proposed use is within an existing site with existing mitigation measures. The proposed site conforms to the other uses on the sit including keeping all storage in the designated outdoor storage area in the back of the property allocated for each tenant. Therefore, the proposed project is consistent with the General Plan Policy listed above.

EXHIBIT B
CONDITIONS OF APPROVAL

1. Approved Use – The permittee shall execute, construct, and operate the project in accordance with the approved application materials and plans received February 14, 2025, as amended by the following conditions of approval. Any deviation from approvals must be reviewed and approved by staff and may require separate approval from the Planning Commission and/or further environmental review.
2. Effective Date, Expiration, and Extensions – This approval shall become effective immediately, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70 in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire **one-year** from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time period stated above for obtaining necessary permits for construction and/or commencement of authorized activities is automatically extended for the duration of the litigation.
3. Compliance with Other Requirements – The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.
4. Modifications – Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by Planning Staff. Major revisions may require review and approval by the original approving body or a new independent permit.
5. Compliance with Conditions of Approval – The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

6. Revocation – Where one or more project Conditions of Approval are not met, or where a project was approved on the basis of false material information given willfully, intentionally or negligently by the permittee, the appropriate authority may revoke or modify the approval for the project.
7. Indemnification – To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney's fees, incurred by the City or held to be the liability of the City in connection with the City's defense of its actions in any proceeding brought in any state or federal court challenging the City's actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.
8. Record Retention – The permittee shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the project, including but not limited to conditions of approval, approved plans, and resolutions. In the event the City cannot locate full and complete permits or other regulatory approvals in its official records, and the permittee fails to retain full and complete permits or other regulatory approvals, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permittee.
9. Violation of Code – Any person who does any work or uses, occupies, or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.
10. Noise – The Community Development Director, their designee or the Planning Commission on appeal shall retain the right to limit the hours of operation or install mitigation measures that reduce the noise decibels of any aspect of the use if said noise creates any undue public nuisance.
11. Enforcement – In the event that the use results in increased service calls, other public nuisance or violation of any code of law, the City may bring this Use Permit before the Planning Commission for possible revocation.
12. Hours of Operation – Normal hours of operation for wine production shall be 7:00 AM to 8:00 PM daily. Event hours not including set-up are from 5:00 PM to 10:00 PM Monday through Friday and from 11:00 AM to 10:00 PM on Saturdays and Sundays. Any change to these hours must be requested in writing from the Community Development Director who shall decide if the request can be reviewed administratively or must go before the Planning Commission.
13. Events – Events shall not exceed five (5) times per year. The total number of people per event including employees, staff, and guests will be limited to no more than sixty (60)

based on the thirty (30) parking spaces available through the shared parking agreement with neighboring tenants. Any changes to this condition must be approved by the Community Development Director.

14. Storage – Business owner shall maintain clear path of travel for all areas inside of the winery and ensure that exits shall not be blocked. Outdoor storage must be limited to the open outdoor storage area in the back of the property allocated for each tenant. No storage shall be placed on the adjacent sides of the property. The driveway is the fire access road for the site. All fire access roads shall comply with the local fire code, including minimum widths of 20 feet for single access roads and 26 feet for roads adjacent to buildings exceeding 30 feet in height.
15. Signage – There shall be no alcohol related signs on the exterior of the building without prior approval from the Planning Division of the Community Development Department. All signs advertising an alcohol brand shall be prohibited on the exterior of the building.
16. Toxic Materials – The business owner must notify Marina's Fire Department and Monterey County's Environmental Health Department of the location and quantity of toxic materials including but not limited to 70% ethyl alcohol and sulfur dioxide solution. The business shall notify the County and the City if the quantity and types of toxic materials change. If the quantity of stored sulfur dioxide (or other toxic materials) requires a Hazardous Materials Business Plan (HMBP), the business owner must ensure it remains up to date and in compliance with all regulations. HazMat Markings post appropriate placards for hazardous materials stored on site and on building for responders to identify.
17. Vertical Clearance – A minimum clearance of 14 feet shall be ensured for all overhead structures, including carports, solar panels, and building projections, to allow fire apparatus access.
18. Turnarounds – Dead-end fire lanes exceeding 150 feet in length require an approved turnaround (e.g., hammerhead, cul-de-sac) per fire code specifications. Plans should show turning radius of fire apparatus to include fire truck with the following dimensions 45'2" long, 8'4" wide
19. Turning Radius – Fire lanes must meet the minimum inside turning radius of 28 feet and outside turning radius of 50 feet for fire apparatus maneuverability.
20. Hydrant Locations – All hydrant locations shall be clearly marked on the plans. No obstructions (e.g., landscaping, benches, or structures) shall block hydrant access. A minimum 3-foot clearance must be maintained around hydrants.
21. Fire Lane Markings – Fire lanes must be clearly marked with signage and red curbing labeled "Fire Lane – No Parking" to ensure unobstructed access.

22. Knox Box & Gated Access –Knox Box access and Knox Padlocks shall be provided where required for emergency entry. Gates must have an approved opening width of 20 feet minimum.

23. Identify Fire Protection Equipment – Fire protection, equipment, Fire Alarm, electrical rooms, signage on risers, FDC's shall be clearly identified and provided.

24. Inspection, Testing and Maintenance – The business owner shall provide documentation to support maintenance and operability of fire alarm system, fire riser and sprinkler system

25. Permit Authorization and Signature – The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.

- a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the [Insert Project Description].
- b. I understand and agree to implement all conditions throughout the duration of the project.
- c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Permittee's Name:

Permittee's Signature:

Date:

- d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Property Owner's Name:

Property Owner's Signature:

Date:

EXHIBIT C: FLOOR PLAN
(On separate sheet)

EXHIBIT D: PARKING AGREEMENT
(On separate sheet)

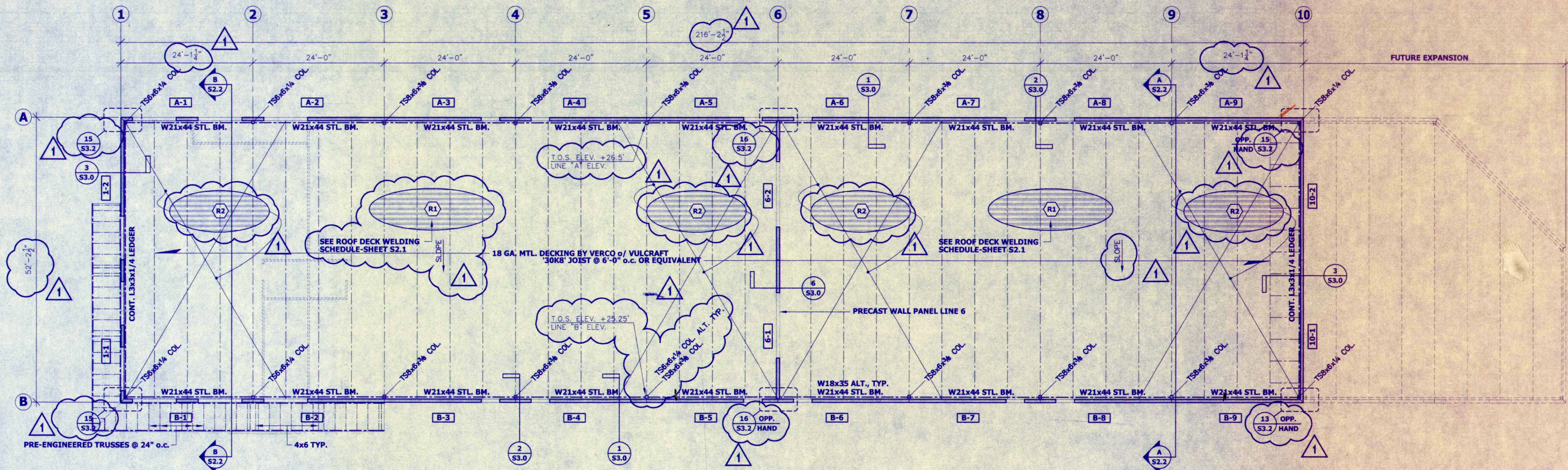
EXHIBIT E: TITLE INSURANCE POLICY
(On separate sheet)

ROOF FRAMING PLAN

SCALE: 3/32" = 1'-0"

4

EXHIBIT C: FLOOR PLAN

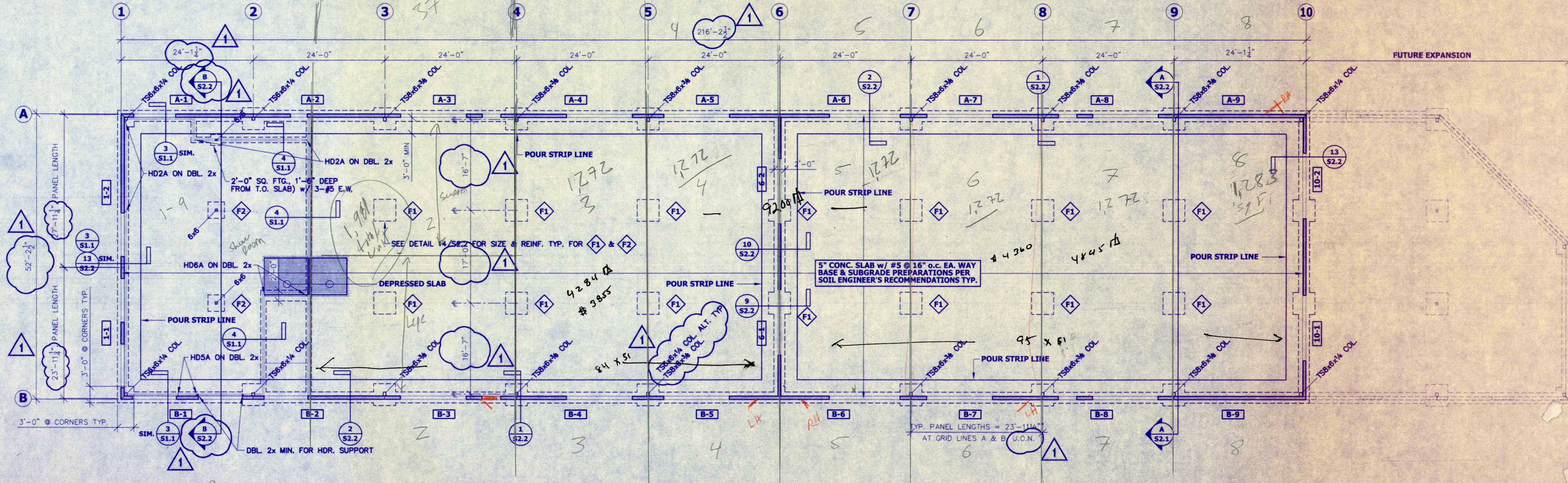


NOTE: OPEN WEB GIRDERS & JOISTS SHALL BE DESIGNED BY A LICENSED CIVIL ENGINEER. CALCULATIONS & SHOP DRAWINGS SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT.

FOUNDATION PLAN

SCALE: 3/32" = 1'-0"

2



NOTE: PRIOR TO CONTRACTOR REQUESTING A BUILDING DEPARTMENT FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT:

1. THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT.
2. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACK-FILLED AND COMPACTED.
3. THE FOUNDATION EXCAVATIONS COMPLY WITH THE SOILS REPORT AND APPROVED PLAN.

SCUDDER-ROUX

NEW COMMERCIAL BUILDING

FOUNDATION PLAN

ROOF FRAMING PLAN

DATE: 04-10-2001

SCALE: AS NOTED

DRAWN: CKL

JOB: 2000-200

S2.0

HOWARD CARTER ASSOCIATES, INC.

STRUCTURAL ENGINEERS

9600 Blue Lakesur Lane Monterey, CA 93940

(831) 373-3872

LOT 2 @ MARINA GREENS BUSINESS PARK

MARINA, CA

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	04-10-2001	CK	RELEASE FOR PLAN CHECK
2	09-25-2001	CK	PLAN CHECK SUBMITTAL #2
3	02-13-03	CK	COORDINATION CHANGES
4	03-02-03	JE	REVISION - COORDINATION PRINTING
5	03-10-03	CK	REVISIONS - PANEL OPENINGS & DIMENSIONS

EXHIBIT D: PARKING AGREEMENT

2/24/25

Attn: Planning Department
211 Hillcrest Ave
Marina, CA

Subject: Brosseau Wine Studio Use permit application

Brosseau Wine Studio and Lepe Cellars have reached an agreement that allows Brosseau Wine Studio to use the Lepe Cellars parking lots for occasional winery events throughout the year associated with the above mentioned use permit application. The specifics of this agreement are as follows:

1. Brosseau Wine Studio will be allowed to use the Lepe Cellars parking lot between 5:30pm-10:00pm Monday through Friday or 11am-10pm Saturdays and Sundays and will give at least a one week notice to Lepe Cellars when they plan to use the parking lot.
2. Brosseau Wine Studio will discuss any event plans it may have with Lepe Cellars prior to planning the event in order to insure that events or activities at either location do not conflict with one another.
3. Lepe Cellars has 4 parking spaces at address 3344 Paul Davis Dr Marina and Brosseau Wine Studio is allowed to use a maximum of 4 spaces with prior notice.

Feel free to call if you have any further questions.

Sincerely



Miguel Lepe
Winemaker
Lepe Cellars
3344 Paul Davis Dr Marina, CA

2/24/25

Attn: Planning Department
211 Hillcrest Ave
Marina, CA

Subject: Brosseau Wine Studio Use permit application

Brosseau Wine Studio and Scudder Roofing/Scudder Solar have reached an agreement that allows Brosseau Wine Studio to use the Scudder Roofing/ Scudder Solar parking lots for occasional winery events throughout the year associated with the above mentioned use permit application. The specifics of this agreement are as follows:

1. Brosseau Wine Studio will be allowed to use the Scudder roofing/ Scudder solar parking lot between 5:30pm-10:00pm Monday through Friday or 11am-10pm Saturdays and Sundays and will give at least a one week notice to Scudder roofing/ Scudder solar when they plan to use the parking lot.
2. Brosseau Wine Studio will discuss any event plans it may have with Scudder Roofing/ Scudder Solar prior to planning the event in order to insure that events or activities at either location do not conflict with one another.
3. Scudder Roofing/ Scudder solar has 12 regular parking spaces and 2 handicapped parking spaces at addresses 3344 and 3342 Paul Davis Dr Marina and Brosseau Wine Studio is allowed to use a maximum of 12 spaces with prior notice.

Feel free to call if you have any further questions.

Sincerely



Pete Scudder Chairman of the Board
Scudder Roofing/ Scudder Solar
3344 and 3342 Paul Davis Dr Marina, CA

2/24/25

Attn: Planning Department
211 Hillcrest Ave
Marina, CA

Subject: Brosseau Wine Studio Use permit application

Brosseau Wine Studio and Albatross Ridge have reached an agreement that allows Brosseau Wine Studio to use the Albatross Ridge parking lots for occasional winery events throughout the year associated with the above mentioned use permit application. The specifics of this agreement are as follows:

1. Brosseau Wine Studio will be allowed to use the Albatross Ridge parking lot between 5:30pm-10:00pm Monday through Friday or 11am-10pm Saturdays and Sundays and will give at least a one week notice to Albatross Ridge when they plan to use the parking lot.
2. Brosseau Wine Studio will discuss any event plans it may have with Albatross Ridge prior to planning the event in order to insure that events or activities at either location do not conflict with one another.
3. Albatross Ridge has 6 parking spaces at address 3344 Paul Davis Dr Marina and Brosseau Wine Studio is allowed to use a maximum of 6 spaces with prior notice.

Feel free to call if you have any further questions.

Sincerely

A handwritten signature in black ink, appearing to read 'Garrett Bowlus', with a stylized, flowing script.

Garrett Bowlus
Winemaker
Albatross Ridge
3344 Paul Davis Dr Marina, CA

2/24/25

Attn: Planning Department
211 Hillcrest Ave
Marina, CA

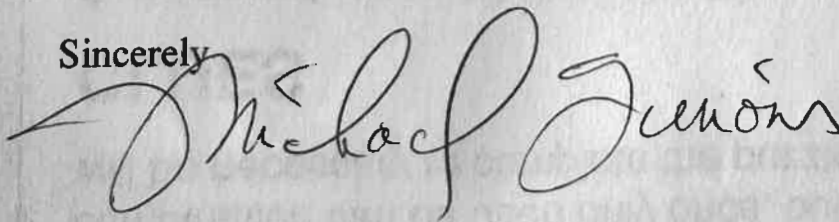
Subject: Brosseau Wine Studio Use permit application

Brosseau Wine Studio and Comanche Cellars have reached an agreement that allows Brosseau Wine Studio to use the Comanche Cellars parking lots for occasional winery events throughout the year associated with the above mentioned use permit application. The specifics of this agreement are as follows:

1. Brosseau Wine Studio will be allowed to use the Comanche Cellars parking lot between 5:30pm-10:00pm Monday through Friday or 11am-10pm Saturdays and Sundays and will give at least a one week notice to Comanche Cellars when they plan to use the parking lot.
2. Brosseau Wine Studio will discuss any event plans it may have with Comanche Cellars prior to planning the event in order to insure that events or activities at either location do not conflict with one another.
3. Comanche Cellars has 4 parking spaces at address 3344 Paul Davis Dr Marina and Brosseau Wine Studio is allowed to use a maximum of 4 spaces with prior notice.

Feel free to call if you have any further questions.

Sincerely

A handwritten signature in cursive script that reads "Michael Simons". The signature is written in dark ink and is positioned below the word "Sincerely".

Michael Simons
Winemaker
Comanche Cellars
3344 Paul Davis Dr Marina, CA

ENDORSEMENT

Attached to:

Policy No: A04038-FTYA-137216

Order No: 0721034074-KS

Fee: \$ 100.00



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The policy is hereby amended by adding as a named insured therein Scudder Investments LLC, a California limited liability company, as to the undivided 50% interest acquired by deed recorded May 31, 2016, under Recorder's Series Number 2016029341.

This endorsement does not extend the coverage of the policy to any later date than Date of Policy, nor does it impose any liability on the Company for loss or damage resulting from (1) failure of such added insured to acquire an insurable estate or interest in the land, or (2) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the land by such added insured.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : September 27th, 2016

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Countersigned:

By

Validating Officer

By

President

Attest

Secretary

CLTA Standard Coverage Policy of Title Insurance

CLTA Standard Coverage 1990 (Rev. 04-08-14)

Policy Number A04038-FTYA-137216

Issued by Old Republic National Title Insurance Company



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown

in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued through the office of:

Old Republic Title Company
584 S. Main St.
Salinas, CA 93901

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Authorized Signature

By

President

Attest

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE A

Premium: \$ 2,098.00

File No: 0721034074-KS

Policy No: A04038-FTYA-137216

Date of Policy: May 31st, 2016 at 2:50:00 PM

Amount of Insurance: \$ 927,500.00

1. *Name of Insured:*

Peter H. Scudder and Karen A. Scudder, Trustees of the Peter and Karen Scudder Revocable Trust UDT dated January 12, 2001

2. *The estate or interest in the land which is covered by this policy is:*

Fee

3. *Title to the estate or interest in the land is vested in:*

Peter H. Scudder and Karen A. Scudder, Trustees of the Peter and Karen Scudder Revocable Trust UDT dated January 12, 2001

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

----- (Continued on Next Page)

SCHEDULE B (Continued)

Part II

1. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.

Code No. : 012-004
 Assessor's Parcel No : 033-281-020

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Assessments that may be levied, as follows:

By : Monterey Regional Water Pollution Control Agency
 For : Sewer Charges
 For More : Monterey Regional Water Pollution Control Agency at 831-372-2385
 Information
 Contact

4. Marina Greens, Assessment No. 55700 payable in installments with county taxes. Amount necessary to retire, if paid now, please Contact, City Clerk 384-3715.

5. Taxes and assessments, if any, of the Marina Greens Business Park Assessment District.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Landscaping
 Affects : Northwesterly 20 feet

For : Public utilities
 Affects : Northwesterly 6 feet

For : Proposed 10-foot wide driveway and utility easement
 Affects : Northeasterly 10 feet

7. Covenants, Conditions and Restrictions which do not contain express provision for forfeiture or reversion of title in the event of violation, but omitting any covenants or restriction if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : Declaration of Covenants, Conditions and Restrictions for Marina Greens Business Park
 Executed by : Marina Greens, Ltd., a California limited partnership
 Dated : March 22, 1995
 Recorded : March 24, 1995 in Reel 3212 of Official Records, Page 176

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

8. Liens and charges for upkeep and maintenance as provided in the above mentioned Covenants, Conditions and Restrictions, if any, where no notice thereof appears on record.

Notwithstanding the Mortgagee protection clause contained in the above mentioned covenants, conditions and restrictions, they provide that the liens and charges for upkeep and maintenance are subordinate only to a first mortgage.

For information regarding the current status of said liens and/ or assessments
 Contact : Marina Greens Business Park Association, a Cal Non-Profit Association

9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$1,130,000.00
 Trustor/Borrower : Peter H. Scudder and Karen A. Scudder, as Trustees of The Peter and Karen Scudder Revocable Trust UDT dated January 12, 2001, as to an undivided one-half interest, and Robert H. Roux and Claudia T. Roux, as Trustees under The Roux Trust Agreement dated November 6, 1996, as to an undivided one-half interest, as tenants in common
 Trustee : Old Republic Title Company
 Beneficiary/Lender : 1st Capital Bank
 Dated : June 12, 2014
 Recorded : June 19, 2014 in Official Records under Recorder's Series Number 2014028156
 Loan No. : 284111001
 Returned to : Administrative Office, 5 Harris Court, Building North, Suite 3, Monterey, CA 93940

Request for copy of any notice of default thereunder,

By : Robert H. Roux and Claudia T. Roux
 Recorded : May 31, 2016 in Official Records under Recorder's Series Number 2016029344
 Mail to Address : Robert H. Roux and Claudia T. Roux, P.O. Box 10114, Salinas, CA 93912
 Returned to Address : Robert H. Roux, P.O. Box 10114, Salinas, CA 93912

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$288,811.84
 Trustor/Borrower : Peter H. Scudder and Karen A. Scudder, Trustees of the Peter and Karen Scudder Revocable Trust UDT dated January 12, 2001
 Trustee : Old Republic Title Company, a California corporation
 Beneficiary/Lender : Robert H. Roux and Claudia T. Roux, Trustees of the Roux Trust Agreement dated November 6, 1996
 Dated : May 18, 2016
 Recorded : May 31, 2016 in Official Records under Recorder's Series Number 2016029343
 Returned to : PO Box 10114, Salinas, CA 93912

SCHEDULE C

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

An undivided 50% interest in and to the following:

Lot 2 as shown on the map entitled Marina Green Business Park, Tract No. 1231, recorded March 24, 1995 in Volume 18 of Cities and Towns, Page 59, Monterey County Records.

APN: 033-281-020

ENDORSEMENT

Attached to:
Policy No: A04038-FTYA-137216
Order No: 0721034074-KS



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company hereby assures the insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsements were issued electronically and/or lack signatures in accordance with paragraph 14(c) of the Conditions and Stipulations.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By MSinkler
Validating Officer

By Mark A. Bissney President
Attest David Wald Secretary

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
 - (iv) Subject to any rights or defenses the Company would have had against the named insured, (A) the spouse of an insured who receives title to the land because of dissolution of marriage, (B) the trustee or successor trustee of a trust or any estate planning entity created for the insured to whom or to which the insured transfers title to the land after the Date of Policy or (C) the beneficiaries of such a trust upon the death of the insured.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule C, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance

- (a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

- (b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.
- (c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:
 - (i) The amount of insurance stated in Schedule A;
 - (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
 - (iii) The amount paid by an governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. Notice of Claim to be Given by Insured Claimant

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate

- (a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgement or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

- (i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or
- (ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

7. Determination and Extent of Liability

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

- (a) The liability of the Company under this policy to an insured lender shall not exceed the least of:
 - (i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;
 - (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
 - (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.
- (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:
 - (i) the Amount of Insurance stated in Schedule A; or,
 - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. Reduction of Insurance; Reduction or Termination of Liability

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.
- (c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. Payment of Loss

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

CONDITIONS AND STIPULATIONS (Rev. 04-08-14)

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Policy; Policy Entire Contract

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 400 Second Avenue South, Minneapolis, MN 55401-2499, (612) 371-1111.

Chair and Members of the Planning Commission

Planning Commission Meeting
On March 27, 2025

PLANNING COMMISSION TO OPEN A PUBLIC HEARING TO CONSIDER PC RESOLUTION 2025-06 RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AND A GENERAL PLAN AMENDMENT MODIFYING TITLE 17 (ZONING ORDINANCE) AND SECTION 5.7.2 OF THE 2000 GENERAL PLAN TO IMPLEMENT PROGRAM 2.4 OF THE HOUSING ELEMENT. THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES

RECOMMENDATION

1. The Planning Commission should open a public hearing and adopt PC Resolution 2025-06 recommending that the City Council adopt an ordinance amending the Zoning Code (Title 17) and a resolution amending Section 5.7.2 of the 2000 General Plan, both to implement Program 2.4 of the Housing Element.
2. Find that the recommended action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

BACKGROUND

On April 11, 2024, the Marina Sixth Cycle Housing Element was certified by the California Department of Housing and Community Development (State HCD). Per the programs of the Housing Element the City must take specific action steps every year to maintain certification with the State HCD. One such action step is the implementation of Program 2.4 of the Housing Element, which requires certain amendments to the City's Inclusionary Housing Ordinance within Title 17 of the Marina Municipal Code (Zoning Ordinance) and Section 5.7.2 of the 2000 Marina General Plan.

DISCUSSION

An "inclusionary housing ordinance" is a local law that requires developers to include a certain percentage of affordable housing units within new residential developments, essentially requiring them to set aside a portion of their project for lower-income residents; this is typically done by specifying a percentage of units that must be priced at a level affordable to certain income brackets.

Currently, the City of Marina's Inclusionary Ordinance imposes a twenty percent (20%) inclusionary requirement for projects containing twenty units or more, meaning that 20% of the units must be dedicated for below market rate housing. However, for projects within the former Fort Ord area, the inclusionary requirement is forty percent (40%).¹ This forty percent requirement is substantially higher than the requirement in the General Plan, specific plans for the Big Three Projects (Dunes, Sea Haven, and Marina Station), and the inclusionary ordinances of neighboring agencies, which generally require a twenty percent inclusionary requirement for development

¹ See Section 17.48.030(c)(1) of the Marina Municipal Code.

projects.² The proposed amendment would change the inclusionary requirement in the Fort Ord area to twenty percent, consistent with the requirement in all other areas of Marina. The goal of the amendment is to make the Inclusionary Ordinance apply similarly to all segments of Marina, and to comply with Housing Element Program 2.4, which requires the City to make this change.

Additionally, to spur the development of more affordable housing, Housing Element Program 2.4 requires the City to update the Inclusionary Ordinance to apply to projects with five or more units. As noted above, currently it applies only to projects with twenty or more units.

If adopted, this action will require amendments to Marina Municipal Code Section 17.48.030 and General Plan Section 5.7.2, which also contains the City's inclusionary requirement.

CONFLICT OF INTEREST

Council members or Planning Commissioners are subject to all aspects of the Political Reform Act. Council members or Planning Commissioners must not make, participate in making, or attempt to influence in any manner a governmental decision which they know, or should know, may have a material effect on a financial interest.

EX PARTE COMMUNICATION DISCLOSURES

Adoption of an ordinance is a legislative act of the Planning Commission and City Council and therefore ex-parte disclosures do not apply.

ENVIRONMENTAL DETERMINATION

The proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines as there is no reasonable possibility that it will have a significant effect on the environment. Because the proposed action merely update the Municipal Code and General Plan to clarify which housing types are allowed in certain residential zones, subject to a use permit and project-specific environmental review as necessary, there is no possibility that the activity in question may have a significant effect on the environment. No further environmental review is necessary.

CONCLUSION

This request is submitted for Planning Commission consideration and recommendation.

Exhibits

1 – Draft PC Resolution 2025-##

2 – Draft Ordinance 2025-##

3 – Draft CC Resolution 2025-##

Respectfully submitted,

Guido F. Persicone, AICP

² City staff confirmed that most neighboring local agencies have an inclusionary requirement of 20% (Seaside, Monterey, Salinas), with several having Housing Element action items mandating adoption of an inclusionary ordinance (Pacific Grove, Carmel by the Sea) approximating this percentage.

Community Development Director
City of Marina

1887833.2

ORDINANCE NO. 2025-

**AN ORDINANCE AMENDING TITLE 17 (ZONING CODE) OF THE MARINA
MUNICIPAL CODE TO IMPLEMENT PROGRAM 2.4 OF THE HOUSING ELEMENT**

WHEREAS, on April 11, 2024 the California Department of Housing and Community Development (State HCD) certified the City of Marina's Sixth Cycle Housing Element ("Housing Element"); and

WHEREAS, the Housing Element requires the City of Marina to implement several policy and ordinance modifications to remain compliant with the Housing Element, as set forth further herein; and

WHEREAS, reducing barriers to the development of more housing is a key objective of the Housing Element; and

WHEREAS, the City's inclusionary housing ordinance currently imposes a forty percent (40%) inclusionary mandate for the parts of Marina that are located on former Fort Ord land and a twenty percent (20%) inclusionary mandate for the remainder of Marina; and

WHEREAS, the forty percent (40%) mandate applicable to the former Fort Ord area is substantially higher than the requirement in the General Plan and the City-adopted specific plans for the Dunes (University Village Specific Plans), Sea Haven and Marina Station Specific Plans; and

WHEREAS, the City's inclusionary housing ordinance currently applies to residential development of twenty (20) or more units; and

WHEREAS, Housing Element Program 2.4 requires the City to amend the inclusionary housing ordinance such that: (1) the inclusionary mandate for the former Fort Ord area is consistent with the General Plan and the twenty percent (20%) mandate applicable to other areas of the City; and (2) the ordinance applies to residential development of five (5) or more units.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN
AS FOLLOWS:**

Section 1. Findings.

The City Council finds and determines the recitals set forth above, and the findings contained in Exhibit A, attached hereto, to be true and correct and by this reference, incorporates the same herein as findings.

Section 2. Amendments.

Section 17.48.030 of the Marina City Code is hereby amended to read as follows. ~~Strikethrough~~ identifies deletions to the text; underline indicates additional language added to the text.

17.48.030 Inclusionary housing.

A. *Purpose and Intent.* It is the intent of this section to establish standards and procedures that facilitate the development of housing affordable to a range of households with varying income levels as mandated by California Government Code Section [65580](#). The purpose of this section is to encourage the development and availability of such housing by ensuring that the addition of affordable housing units to the city's housing stock is in proportion with the overall increase in housing units.

B. *Applicability and Exemptions.*

1. *Applicability.*

- a. All residential developments of five or more units;
- b. Existing occupied housing in Marina's former Fort Ord.

2. *Exemptions.*

- a. Residential developments proposed to contain fewer than five units;
- b. Market-rate units produced as a density bonus pursuant to Section [17.48.040](#);
- c. Any housing unit or residential development which is damaged or destroyed by fire, natural catastrophes, or act of public enemy, subject to the following conditions:
 - i. The unit or development is damaged or destroyed to the extent to not more than seventy-five percent of the assessed value thereof, as shown on the latest Monterey County assessment roll, prior to such destruction,
 - ii. The use of the reconstructed building and number of housing units remain the same as prior to the damage or destruction,
 - iii. The square footage of the reconstructed building is not increased or reduced by more than ten percent,
 - iv. The unit or development is reconstructed within four years of the damage or destruction, and
 - v. Should the reconstructed development result in an increased number of housing units, only the net increase in units shall incur an inclusionary housing requirement.

C. Inclusionary Housing Requirement.

1. All new residential development of five or more units and all existing occupied housing in Marina's former Fort Ord shall be required to provide at minimum a specified percentage of housing units affordable to specific income groups according to the affordability distribution set forth in Table 17.48.030-1.
2. Provision of affordable for-sale housing for middle income households is voluntary and incentive-based. The developer must submit a request for incentives as part of the affordable housing plan for review by the director.

Table 17.48.030-1. Inclusionary Housing Requirements

Planning Area	Percentage of Required Affordable Housing by Income				Total Affordable Requirement (Percentage of Total Units)
	Very Low	Low	Moderate	Middle	
Citywide For-Sale or Rental Housing: New Construction or Substantially Rehabilitated	6 Percent	7 Percent	7 Percent	10 Percent—Voluntary and Incentive-Based	20+ percent
Former Fort Ord: Existing Occupied Housing	6 Percent	7 Percent	7 Percent	Percent	20 Percent ¹

¹ Inclusionary housing requirement for existing occupied housing on the former Fort Ord can be fulfilled by providing fewer moderate income housing units than required above if a

greater percentage of very low and low income housing units are provided and the total number of very low, low and moderate income units is not less than twenty percent.

3. *Existing Housing on Former Fort Ord.*

c. Inclusionary housing requirements for existing occupied housing on the former Fort Ord can be fulfilled with fewer moderate income housing units than specified in Table 17.48.030-1 if a greater percentage of very low and low income housing units are provided and the total number of very low, low and moderate income units is not less than twenty percent, and the allocation of the inclusionary units is approved as part of the affordable housing agreement. The trading of units is one-way only from moderate income to low and very low income, or from low income to very low income.

Section 3. California Environmental Act (CEQA).

The proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) as there is no reasonably possibility that the adoption of the ordinance will have a significant effect on the environment. Because the proposed action merely updates the Municipal Code to clarify the housing types that are allowed in certain residential zones, subject to a use permit and project-specific environmental review as necessary, there is no possibility that the activity in question may have a significant effect on the environment. No further environmental review is necessary.

Section 4. Severability.

It is the intent of the City Council of the City to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Section 5. Effective Date.

This ordinance shall be in full force and effect thirty (30) days following its passage and adoption, as certified by the City Clerk. This ordinance was introduced and read on the ____ day of ____ 2025 and was finally adopted on the ____ day of ____ 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

FINDINGS

Consistent with the General Plan

- 1) General Plan Policy 5.4 and 5.4.6 - Zoning Ordinance Update. A major revision of the City's existing zoning code is required to implement the General Plan. The initial step should be to thoroughly review and critique the existing code and identify its deficiencies. Changes are required to implement Housing Element policies and programs.

Evidence: By adopting the revisions to the zoning ordinance as required by Program 2.4 of the Housing Element, the City will be implementing General Plan Policy 5.4.6 which directs city staff to review the Municipal Code for consistency with Housing Element Law.

- 2) General Plan Policy 5.7 – Housing Availability Ordinances. This policy requires the City to prepare and adopt certain ordinances to address the General Plan objectives of matching housing to the needs of local employees and providing housing to meet the needs of households of all economic levels.

Evidence: By reducing the housing constraints for special housing needs groups and making the City's inclusionary housing ordinance applicable to more residential development per Program 2.4 of the Housing Element, the City will be implementing General Plan Policy 5.7.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING AN AMENDMENT TO SECTION 5.7.2 OF THE 2000 GENERAL PLAN

WHEREAS, on April 11, 2024, the California Department of Housing and Community Development (State HCD) certified the City of Marina's Sixth Cycle Housing Element ("Housing Element"); and

WHEREAS, the Housing Element requires the City of Marina to implement several policy and ordinance modifications to remain compliant with the Housing Element, as set forth further herein; and

WHEREAS, reducing barriers to development of more housing is a key objective of the Housing Element; and

WHEREAS, Housing Element Program 2.4 mandates that the City's inclusionary housing ordinance be amended such that it applies to projects with five (5) or more units; and

WHEREAS, concurrent with its adoption of this Resolution, the City Council has adopted Ordinance No. 2025- to amend the City's inclusionary housing ordinance consistent with Housing Element Program 2.4; and

WHEREAS, Section 5.7.2 of the City's 2000 General Plan currently provides that the City's inclusionary housing requirement only applies to projects with twenty (20) or more housing units; and

WHEREAS, the proposed amendment is subject to the findings provided in **Exhibit A**; and

WHEREAS, to achieve compliance with Housing Element Program 2.4, the City Council amends Section 5.7.2 of the 2000 General Plan as indicated in **Exhibit B** and referenced herein; and

WHEREAS, the Planning Commission, at a duly noticed public hearing on March 27, 2025 adopted Resolution 2025 recommending that the City Council amend the referenced section as presented; and

WHEREAS, the proposed amendment has been processed in accordance with the applicable provisions of the California Environmental Quality Act (CEQA) and adoption of the foregoing amendment will not result in a negative impact to the environment and is exempt from environmental review per Section 15061(b)(3) of the CEQA Guidelines; and

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

1. Find that the foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Make the findings set forth in **Exhibit A**, attached hereto, and adopt this Resolution to amend the 2000 General Plan, Section 5.7.2, as set forth in **Exhibit B**, attached hereto.

3. Declare that: (a) if any section, subsection, clause or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution; and (b) the City Council would have adopted the resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.
4. If approved, direct the City Manager to execute all documents and to perform all other necessary acts to implement this Resolution.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Marina at a meeting thereof on _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bruce Delgado, Mayor

Attest:

Anita Shepard-Sharp, Deputy City Clerk

Exhibit A to Resolution

Findings

Pursuant to Government Code section 65358, the City makes the following findings (the finding is in *italics* and staff's justification follows):

- *The proposed amendment is deemed in the public interest.*

The purpose of the City's Inclusionary Housing Ordinance is to encourage the development and availability of affordable housing by ensuring that the addition of affordable housing units to the City's housing stock is in proportion with the overall increase in housing units. The proposed amendment, by increasing the number of projects to which the Inclusionary Housing Ordinance will apply, will further the purpose of the Ordinance and foster improved regional jobs-housing balances and racial integration within the City, all of which are in the public interest.

- *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

Staff has reviewed the General Plan and implementing programs and has determined that the proposed amendment is consistent and compatible with both.

- *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

The proposed amendment will increase the number of projects to which the Inclusionary Housing Ordinance will apply and therefore will likely increase the development and availability of affordable housing in the City. This impact is in the interest of public health, safety, and welfare. No other potential impacts of the amendment will be detrimental to the public health, safety, and welfare.

Exhibit B to Resolution

General Plan Text Amendments

Amendment to Section 5.7.2 of the 2000 General Plan (Strikethrough identifies deletions to the text; underline indicates additional language added to the text):

Inclusionary Zoning. To help alleviate the housing shortages for households of low and moderate income, and to make housing available to persons employed within Marina in lower wage jobs (thereby promoting both the General Plan's jobs/housing balance and housing affordability objectives), the City should draft and adopt inclusionary zoning requirements. The ordinance shall require that all projects containing approximately 5 ~~20~~ units or more regardless of zoning district or specific plan area, include and maintain an appropriate percentage of the units as housing affordable to lower and moderate-income households consistent with the Housing Element's inclusionary requirement.

The ordinance should also include incentives for providing below-market-rate housing - in addition to that required as inclusionary - that is affordable to households with incomes ranging from 120 to 150 percent of the current county median income. The ordinance should determine both the income eligibility for defining affordability, and employment and residence eligibility consistent with the Housing Element, set pricing criteria for affordable units, provide restrictions on resale and re-rental of affordable units, and include incentives to help ensure the economic viability of affected projects. Where affordable housing is provided pursuant to conditions of project approval, resale conditions should be imposed.

Members of the
Planning Commission

Planning Commission Meeting
of April 10, 2025

OPEN A PUBLIC HEARING, TAKE PUBLIC TESTIMONY, AND CONSIDER ADOPTING PLANNING COMMISSION RESO. NO. 2025-04 RECOMMENDING THAT THE CITY COUNCIL ADOPT CHANGES TO THE MARINA MUNICIPAL CODE (MMC), TITLE 17, ARTICLE 1, BY AMENDING SECTIONS 17.06 AND 17.12 ALLOWING DAY CARE CENTERS AS CONDITIONAL USES IN RESIDENTIAL ZONES AND SECTIONS 17.18, 17.20, 17.22, AND 17.24 TO ALLOW SAME IN CERTAIN COMMERCIAL ZONES AS PRINCIPALLY PERMITTED USES. THE ORDINANCE ALSO AMENDS SECTION 17.42.135.1 BY REMOVING THE CONCENTRATION RESTRICTION FOR SMALL AND LARGE FAMILY CHILD CARE HOMES. THE PROPOSED ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES.

RECOMMENDATION:

Staff recommends that the Planning Commission make the following motion to approve the project:

“I move to adopt PC Resolution 2025-04 recommending that the City Council adopt the proposed amendments to Title 17, Article 1, by amending Sections 17.06 and 17.12 allowing Day care centers as Conditional uses in residential zones and Sections 17.18, 17.20, 17.22, and 17.24 to allow same in certain commercial zones as principally Permitted uses. The Ordinance also amends section 17.42.135.1 by removing the concentration restriction for small and large family child care homes. The proposed Ordinance is exempt from environmental review pursuant to Section and 15061(b)(3) of the CEQA Guidelines.”

BACKGROUND

On November, 2022, City Council adopted Ordinance 2022-07 amending Title 17: Zoning Ordinance to meet compliance with State law. In 2019, Governor Gavin Newsom signed Senate Bill (SB) 234 that prohibited municipalities from restricting the use of home childcare facilities in residential zones. Sections of the residential zoning code were amended to revise language pertaining to small and large family child care homes. Section 17.44.030 was amended to revise language pertaining to day care centers. The amendment allowed for large and small child care uses as permitted uses in all residential districts and the Commercial/Multiple-Family Residential District (C-R).

ANALYSIS

Through the examination of Title 17 of the Marina Municipal Code (MMC), Planning staff identified opportunities for zoning updates that would improve access to childcare by making it easier to establish day care centers in Marina. Currently, the MMC does not permit day care centers in R-1 (Single-Family Residential) and R-4 (Multiple-Family Residential) districts, while allowing them as a Conditional use in R-2 (Duplex Residential) and R-3 (Limited Multiple-Family) districts. Given the growing demand for accessible childcare options and the increasing number of working families in Marina, this amendment proposes to revise the Conditional uses section in each zoning district to allow day care centers as a Conditional use in the R-1 and R-4

districts. Adopting these amendments will expand the availability of childcare facilities in these residential zoning districts and provide families with more convenient options closer to their homes.

Additionally, the amendment proposes to allow for daycare centers as a Permitted use in the C-1 (Retail Business), C-2 (General Commercial), PC (Planned Commercial), and BP (Business Park) zoning districts. This change aligns with the Councilmember's request to facilitate the establishment of childcare centers in existing commercial spaces, such as offices and retail locations. Furthermore, there is currently a concentration limitation for large or small family child care homes that prevents the establishment of a new large or small family child care home within a three-hundred-foot radius. The amendment proposes to remove this concentration restriction. By reducing regulatory barriers, this amendment aims to expand childcare access, support working families, and optimize underutilized commercial properties for community-serving uses.

Current Zoning – Allowed Uses

	R1	R2	R3	R4	CR	C1	C2	PC	BP
Small Family Child Care	P	P	P	P	P	NP	NP	NP	NP
Large Family Child Care	P	P	P	P	P	NP	NP	NP	NP
Day Care Center	NP	C	C	NP	P	C	NP	NP	NP

P – Permitted
C – Conditional Use Permit
NP – Not Permitted

Proposed Zoning – Allowed Uses

	R1	R2	R3	R4	CR	C1	C2	BP	BP
Small Family Child Care	P	P	P	P	P	NP	NP	NP	NP
Large Family Child Care	P	P	P	P	P	NP	NP	NP	NP
Day Care Center	C	C	C	C	P	P	P	P	P

P – Permitted
C – Conditional Use Permit
NP – Not Permitted

CORRESPONDENCE

No correspondence has been received regarding these proposed amendments as of the preparation of this report on March 12, 2025.

CONFLICT OF INTEREST

Commission members are subject to all aspects of the Political Reform Act. Commission members must not make, participate in making, or attempt to influence in any manner a governmental decision which he/she knows, or should know, may have a material effect on a financial interest. Because the proposed amendments would be effective through the City and could affect all zoning districts, the proposed action is not expected to result in any material effect on Commissioners' financial interest.

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

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment and the proposed ordinance is covered by the general rule that CEQA applies only to projects which have potential for causing significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

CONCLUSION

This request is submitted for Planning Commission consideration and recommendation to the City Council.

Respectfully submitted,

Brian Kim
Assistant Planner
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Community Development Director
City of Marina

DRAFT RESOLUTION NO. 2025-04

PLANNING COMMISSION RESOLUTION NO. 2025-04 RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MARINA MUNICIPAL CODE (MMC), CHAPTER 17, ARTICLE 1, BY AMENDING SECTIONS 17.06 AND 17.12 ALLOWING DAY CARE CENTERS AS CONDITIONAL USES IN RESIDENTIAL ZONES AND SECTIONS 17.18, 17.20, 17.22, AND 17.24 TO ALLOW SAME IN CERTAIN COMMERCIAL ZONES AS PRINCIPALLY PERMITTED USES. THE ORDINANCE ALSO AMENDS SECTION 17.42.135.1 BY REMOVING THE CONCENTRATION RESTRICTION FOR SMALL AND LARGE FAMILY CHILD CARE HOMES. THE PROPOSED ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION AND 15061(b)(3) OF THE CEQA GUIDELINES.

WHEREAS, the Community Development Dept. (CDD) of the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), finds that zoning should be updated for increased access to childcare facilities;

WHEREAS, the CDD recommends amendments to MMC Chapter 17, Article 1 Sections 17.06.030 (Single-Family Residential or R-1) and 17.12.030 (Multiple-Family Residential or R-4) by adding “Day care centers” as a Conditional use;

WHEREAS, the CDD recommends amendments to MMC Chapter 17, Article 1 Sections 17.18.30 (Retail Business or C-1), 17.20.030 (General Commercial or C-2), 17.22.030 (Planned Commercial or PC), and 17.24.020 (Business Park or BP) by adding “Day care centers” as a Permitted use;

WHEREAS, the CDD recommends amendments to MMC Chapter 17, Article 1 Sections 17.42.135.1 (Large and small family child care homes) by removing the concentration restriction for small and large family child care homes;

WHEREAS, the proposed amendments to Chapter 17 of the MMC are included in the draft ordinance referenced herein as Exhibit A;

WHEREAS, the proposed amendments to Chapter 17 of the MMC are consistent with Section 17.72 (Amendments);

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 project is exempt from CEQA per Section 15061(b)(3) because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment and the proposed ordinance is covered by the general rule that CEQA applies only to projects which have potential for causing significant effect on the environment.

NOW THEREFORE BE IT RESOLVED that the Planning Commission does hereby recommend that the City Council adopt changes to Chapter 17 of the Marina Municipal Code as described in the draft ordinance referenced herein as Exhibit A.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of April 2025, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

Glenn Woodson, Chair

ATTEST:

Guido Persicone, AICP
Community Development Director
City of Marina

ORDINANCE NO.

AN ORDINANCE AMENDING THE MARINA MUNICIPAL CODE (MMC), CHAPTER 17, ARTICLE 1, BY AMENDING SECTIONS 17.06 AND 17.12 ALLOWING DAY CARE CENTERS AS CONDITIONAL USES IN RESIDENTIAL ZONES AND SECTIONS 17.18, 17.20, 17.22, AND 17.24 TO ALLOW SAME IN CERTAIN COMMERCIAL ZONES AS PRINCIPALLY PERMITTED USES. THE ORDINANCE ALSO AMENDS SECTION 17.42.135.1 BY REMOVING THE CONCENTRATION RESTRICTION FOR SMALL AND LARGE FAMILY CHILD CARE HOMES. THE PROPOSED ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES.

-oOo-

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. The City Council of the City of Marina (City) acknowledges that childcare options in Marina are scarce and costly. As a result, the City Council requested that the Community Development Dept. (CDD) provide amendments to the Marina Municipal Code (MMC) that would increase opportunities for the development of “day care centers”, as defined in MMC Sec. 17.04.211.
2. In November, 2022, the City Council adopted amendments bringing the MMC into compliance with State law that allows small and large in-home childcare uses in all of the City’s residential zones (Ord. 2022-07). This Ordinance codifies State law and allows more opportunities for in-home day care of up to 14 children.
3. The proposed amendments include:
 - a. Modifying MMC Sections 17.06.030 (Single-Family Residential or R-1) and 17.12.030 (Multiple-Family Residential or R-4) by adding “Day care centers” as a Conditional use; and

- b. Modifying MMC Sections 17.18.30 (Retail Business or C-1), 17.20.030 (General Commercial or C-2), 17.22.030 (Planned Commercial or PC), and 17.24.020 (Business Park or BP) by adding “Day care centers” as a Permitted use.
 - c. Modifying MMC Sections 17.42.135.1 (Large and small family child care homes) by removing the concentration restriction for small and large family child care homes.
4. The proposed amendments to Chapter 17 of the MMC are consistent with Section 17.72 (Amendments).
 5. Environmental. The proposed Ordinance amendments are not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Article 5, Section 15061(b)(3) because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment and the proposed ordinance is covered by the general rule that CEQA applies only to projects which have potential for causing significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.
 6. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.
 7. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.
 8. Posting of Ordinance. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on _____, 2025, and was passed and adopted at a regular meeting duly held on _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST: _____

Anita Sharp, Deputy City Clerk

DRAFT

Exhibit A

(New text is indicated with underlining, and deleted text is indicated with strikethrough)

...

Chapter 17.06

R-1 OR SINGLE-FAMILY RESIDENTIAL DISTRICT

Sections:

...

17.06.030 R-1-Conditional uses.

...

17.06.030 R-1-Conditional uses.

Uses permitted, subject to first securing a use permit in each case, or in the Coastal Zone, a coastal permit, in the R-1 districts shall be as follows:

A. Public and quasi-public uses and buildings, including churches, firehouses, hospitals, parks and playgrounds, community or recreational centers, schools (public and parochial), or schools accredited to the state school system and public utility buildings and uses exclusive of corporate, storage or repair yards.

B. Private stables, subject to Section [17.42.030](#).

C. Large residential care homes. Approval shall be pursuant to Section [17.58.040](#) (Use permit action by appropriate authority).

D. Condominium and/or planned development projects, subject to the provisions of Chapter [17.66](#).

E. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended.

...

Chapter 17.12

R-4 OR MULTIPLE-FAMILY RESIDENTIAL DISTRICT

Sections:

...

17.12.030 R-4-Conditional uses.

...

17.12.030 R-4-Conditional uses.

Uses permitted, subject to first securing a use permit in each case, in the R-4 districts shall be as follows:

- A. Extended care medical facilities, including convalescent homes and other skilled nursing facilities;
- B. Public and quasi-public buildings and uses including churches, firehouses, parks and playgrounds, community or recreational centers, schools (public and parochial) or schools accredited to the state school system, and public utility buildings and uses exclusive of corporate, storage or repair yards;
- C. Mobile home parks pursuant to Section [17.42.050](#);
- D. Condominium and/or planned development projects subject to the provisions of Chapter [17.66](#);
- E. Single-family dwellings subject to compliance with the provisions of Section [17.12.190](#); and
- F. Large residential care homes or facilities. Approval shall be pursuant to Section [17.58.040](#) (Use permit action by appropriate authority).
- G. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended.

...

Chapter 17.18

C-1 OR RETAIL BUSINESS DISTRICT

Sections:

...

17.18.020 C-1-Permitted uses.

...

17.18.020 C-1-Permitted uses.

Uses permitted in the C-1 districts shall be as follows:

- A. Retail stores conducted within a building, including appliance stores, bakeries (retail only), bookstores, florist shops, food stores, furniture and millinery shops when incidental to the retail sales of such items, radio sales, restaurants, shoe shops, hardware stores and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located;
- B. Professional and medical offices;

- C. Personal service establishments conducted within a building, including banks, barbershops, beauty parlors, tailor shops, tanning salons, and other establishments of similar character providing services to individuals as a primary use;
- D. Studios—art, dance, martial arts, music, etc.;
- E. Fitness and health establishments; and
- F. Supportive housing pursuant to Section [17.04.698](#);
- G. Transitional housing as defined in Section [17.04.711](#). (Ord. 2024-06 § 2, 2024; Ord. 2022-07 § 3 (Exh. A), 2022; Ord. 2020-07 § 2, 2020; Ord. 2006-03 § 1 (Exh. A), 2006)
- H. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended.

...

Chapter 17.20

C-2 OR GENERAL COMMERCIAL DISTRICT

Sections:

...

17.20.020 C-2-Permitted uses.

...

17.20.020 C-2-Permitted uses.

Uses permitted in the C-2 districts shall be as follows:

- A. Retail stores and shops of light commercial character and conducted within a building, including appliance stores, bakeries (retail only), banks, barbershops, beauty parlors, bookstores, cleaner or laundry agents, dress shops, drugstores, florist shops, food stores, restaurants, furniture and millinery shops when incidental to the retail sales of such items, hardware stores, offices, radio sales, shoe shops, studios, tailor shops, personal service establishments, and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located.
- B. Auto laundries, auto repair shops, auto sales (except used cars), boarding kennels, bottling works, carpenter shops, dancing academies, lumber yards, pet shops, paint, paperhanging and decorator shops, plumbing shops, service stations (except those requiring a use permit under Section [17.20.030](#)), storage of household goods, tinsmith shops, undertaking establishments, wholesale stores or storage (except those requiring a use permit under Section [17.20.030](#)).
- C. Supportive housing as defined in Section [17.04.698](#).
- D. Transitional housing as defined in Section [17.04.711](#). (Ord. 2024-06 § 2, 2024; Ord. 2022-07 § 3 (Exh. A), 2022; Ord. 2020-07 § 2, 2020; Ord. 2002-09 § 1, 2002; Zoning Ordinance dated 7/94, 1994)

E. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended.

...

Chapter 17.22

PC OR PLANNED COMMERCIAL DISTRICT

Sections:

...

17.22.030 PC-Permitted uses.

...

17.22.030 PC-Permitted uses.

Uses permitted in the PC district, subject to first securing a zoning permit in each case, shall be as follows:

A. Retail stores and shops of light commercial character and conducted within a building, including appliance stores, banks, barbershops, beauty parlors, bookstores, cleaner or laundry agents, dress shops, drugstores, food stores, furniture shops, millinery shops, offices, radio sales, restaurants, shoe shops, studios and tailor shops, and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are located.

B. Hotels, clubs, lodges, churches, and public and quasi-public uses and buildings, public utility uses and buildings, service stations, drive-in banks, dancing academies, retail plant nurseries, drive-in restaurants, undertaking establishments, and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located.

C. Supportive housing pursuant to Section [17.04.698](#).

D. In the Coastal Zone the uses permitted shall be determined by the local coastal land use plan and a coastal development permit shall be required. Such uses shall include but not be limited to visitor-oriented retail and service uses, and accommodations and public access.

E. Transitional housing as defined in Section [17.04.711](#). (Ord. 2024-06 § 2, 2024; Ord. 2022-07 § 3 (Exh. A), 2022; Ord. 2020-07 § 2, 2020; Zoning Ordinance dated 7/94, 1994)

F. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended.

...

Chapter 17.24

BP OR BUSINESS PARK DISTRICT

Sections:

...

17.24.020 Permitted uses.

...

17.24.020 Permitted uses.

Uses permitted in the PC district, subject to first securing a zoning permit in each case, shall be as follows:

Uses permitted in the BP district shall be as follows:

A. Light industry such as the fabrication of ties, shirts, hats, and other articles of clothing or upholstery; household effects such as lamps, rugs, draperies and woven fabrics; shops for the assembling and completion of finished products, such as interior decorating and picture framing; craft shops for the manufacture of art, jewelry, silverware, ceramics, leather goods, toys; cartography; book binding, editorial and designing, printing, lithography; other light industries of similar character;

B. Offices;

C. Research laboratories;

D. Nurseries and greenhouses;

E. Trade schools conducted within an enclosed building;

F. Storage warehouses;

G. Retail and wholesale sales;

H. Day care centers as defined in Section 17.04.211 and licensed under Title 22, Division 12 of the California Code of Regulations, as may be amended;

I. Additional uses approved by zoning permit following procedures or zoning permit in Chapter [17.26](#), either when the BP district is combined with the P district and the additional uses are consistent with the approved general development plan for such P district or when the additional uses are consistent with an approved airport land use plan. (Ord. 2020-07 § 2, 2020; Ord. 95-12 § 1, 1995; Zoning Ordinance dated 7/94, 1994)

...

Chapter 17.42

GENERAL ZONING REGULATIONS

Sections:

...

17.42.135 Large and small family child care homes.

...

17.42.135 Large and small family child care homes.

Large and small family child care homes shall comply with the following standards:

1. ~~*Location and Concentration.*~~ Large and small family child care homes shall have vehicular access from a public street or a private street improved to city standards. ~~No large or small family child care home shall be located within a three hundred foot radius of an existing large or small family child care home.~~ This requirement may be waived by the community development director if it can be determined that certain physical conditions exist and if the waiver would not be detrimental to the public peace, health, safety and comfort of the affected neighborhood. ~~Examples of physical conditions that may warrant granting of a waiver include the presence of major nonresidential structures or uses between child care facilities or the presence of an arterial between the facilities.~~
2. *Parking—Drop-Off Area.* At least two parking spaces for passenger loading/unloading must be available either on street or off street. If on street, there shall be at least twenty-two feet of legally permitted parking along the frontage of the parcel. If on site, an existing driveway may be used for this purpose. Such parking must not restrict access to neighboring residences. A home located on an arterial shall provide a drop-off/pick-up area designed to prevent vehicles from backing onto the street (e.g., circular driveway).
3. *Noise.* Outdoor activities shall be limited to the hours between eight a.m. and eight p.m. in residential zone districts and between seven a.m. and eight-thirty p.m. in all other zones.
4. *Health and Safety.* Each large and small family child care home shall comply with applicable building and fire codes, as well as with licensing requirements of the state department of social services. Each large family child care home shall receive fire safety clearance from the fire department prior to beginning operations. Consistent with [22 CCR Section 102371\(b\)](#), as may be amended, fire clearance shall not be required for small family child care homes.
5. *Conforming Use and Building.* The residence must be in compliance with the development standards for the zone, including, but not limited to, minimum building site area, lot coverage, parking, and fencing.

6. *Occupancy Requirement/Property Owner Authorization.* The large or small child care home shall be the principal residence of the provider. If the provider is not the owner of the principal residence, a letter authorizing the use of the residence and site for large or small family child care use shall be obtained from the property owner.

7. *Residential Use.* The facility shall be operated in a manner so as not to appear as a commercial operation. No structural changes shall be approved that will alter the character of the building as a residence.

8. *Number of Children.* The maximum number of children for whom care may be provided at any one time shall be regulated by [12 CCR Section 102416.5](#), as may be amended. (Ord. 2022-07 § 3 (Exh. A), 2022; Ord. 2020-07 § 2, 2020; Ord. 2006-03 § 1 (Exh. A), 2006)

Comprehensive Zoning Code Update

Informational Item

April 10, 2025

Planning Commission

Nicholas McIlroy, AICP, Senior Planner



Purpose of the Update

- Pro-actively address inefficiencies found while serving the public by establishing a clear review processes
- Update outdated standards & align with best practices
- Improve efficiency & transparency in zoning approvals by reducing the need for variances
- Enhance public understanding of zoning requirements



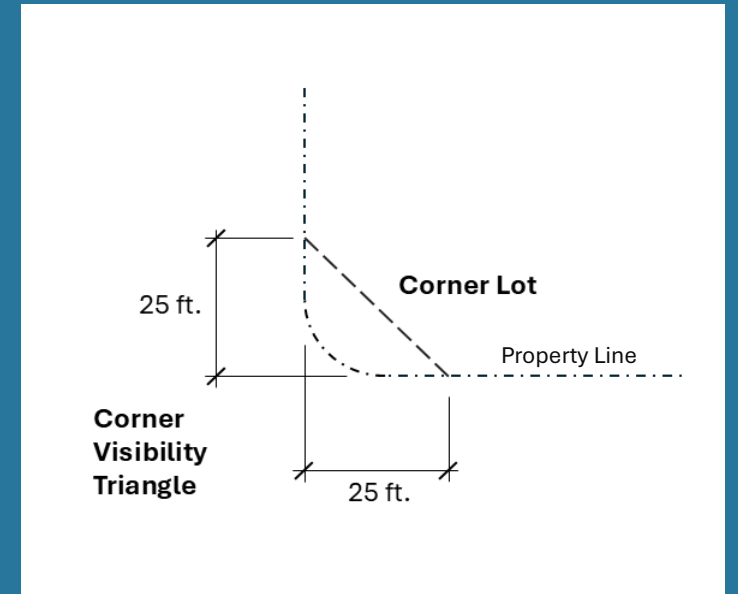
New Chapter – Staff Approvals & Procedures (17.55)

- Creates a structured process for staff-level decisions
 - Administrative Design Review –
 - Administrative Use Permits – accessory structures, beer & wine permits,
 - Minor Variances – reduces needing to go back to Planning Commission for minor (less than 10% changes)
- Defines findings, public notification, and appeal processes



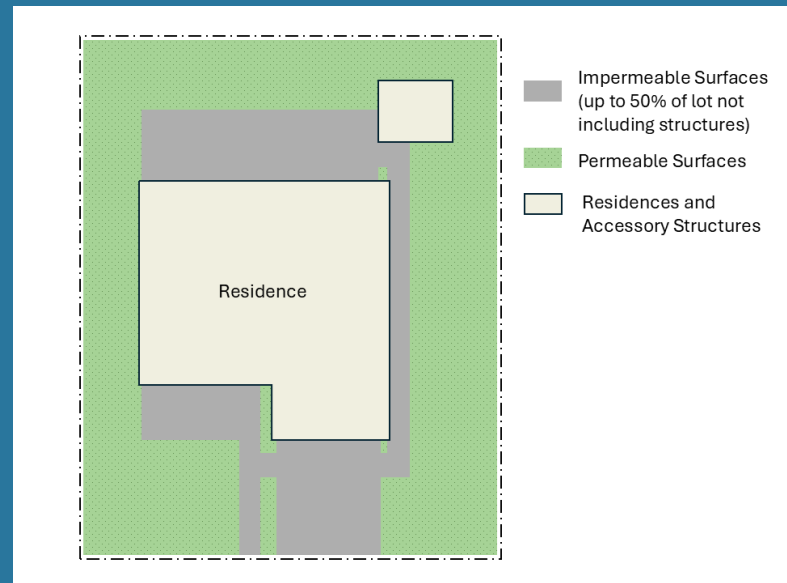
Fence Regulations (17.42.060)

- Very confusing with different regulations for 1997 homes.
- Simple solution to create staff-level review for fences and retaining walls that exceed the height standard.
- Incorporates Corner Visibility Triangle language from Public Works Code
- Prohibits razor wire on fences
- New provisions for temporary fencing
- Prohibits gated communities



Yard Regulations (17.42.070)

- Make accessory structures consistent with Accessory Dwelling Unit (ADU) regulations with 4 foot side and rear yard setbacks.
- Mirror fences with staff level review for fences closer than 4'
- Propose to limit hardscape such as concrete or asphalt to 50% of residential lots unless they have a stormwater system.
 - All stormwater must be retained onsite and not cause a nuisance to other properties.



Definition & Permitted Use for Garden Structures (17.04.305)

- Defines "Garden Structures" in zoning ordinance
- Now permitted in R-1, R-2, R-3, and R-4 districts
- Clarifies where and how they can be used



Removing Outdated Provisions & Additional Zoning Modifications

- Private Stables removed as a conditional use in R-1 - parcel size requirements
- B District mention removed - no remaining parcels zoned as B
- Beer & Wine Permits: Staff-level approval if incidental to food service or with grocery sales.
- Separate Height and Fences for clarity
- Accessory Structure height updated in residential districts



Summary of Zoning Update

- Improves efficiency and transparency for the public, applicants & staff with clear processes for staff level review.
- Enhance public understanding of zoning requirements with simpler language, diagrams and tables where possible.
- Be comprehensive so that we are consistent in zoning regulations



Next Steps & Public Input

- Planning Commission Questions & Discussion
- Public Comments & Feedback Encouraged
- Staff to bring it back to the Planning Commission in May for a recommendation to the City Council
- City Council Consideration & Adoption
- Contact Information for Further Questions:

Nicholas McIlroy, AICP, Senior Planner – 831-884-1217

nmcilroy@cityofmarina.org

