



**AMENDED
AGENDA**

Thursday, December 10, 2015

6:30 P.M.

**REGULAR MEETING
PLANNING COMMISSION**

**Council Chambers
211 Hillcrest Avenue
Marina, California**

VISION STATEMENT

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

MISSION STATEMENT

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

1. CALL TO ORDER 
2. ROLL CALL & ESTABLISHMENT OF QUORUM (Planning Commission Members)
Katherine Biala, David Burnett, Margaret Davis, Tim Ledesma, Virgil Piper, Adam Urrutia
(one vacancy)
3. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
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 Four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Planning Commission.

5. 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. If discussion is requested by anyone on any item, that item will be removed from the Consent Agenda and placed at the end of Other Action Items if separate action is requested.*
 - a. Minutes for the November 12, 2015 meeting

6. 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. The applicant will then have the opportunity to raise any issues. The public will then be invited to approach the podium to provide up to four (4) minutes of public testimony.
 - A. It is requested that the Planning Commission:
 1. Open a public hearing, take any testimony from the public and consider adopting Resolution No. 2015- , recommending that City Council approve the Mitigated Negative Declaration of environmental impact for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);
 2. Resolution No. 2015- , recommending that City Council approve General Plan Land Use Map amendment GP 2015-01 to change the land use designation from “Single Family Residential” to “Multi-Family Residential” for a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);
 3. Resolution No. 2015- , recommending that City Council approve Zoning Map amendment ZM 2015-01 to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)” for a ±1.7 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);
 4. Resolution No. 2015- , recommending that City Council approve Specific Plan SP 2015-01, including Site and Architectural Design Review DR 2014-01 for the Site Plan, Building Elevations, Conceptual Landscape Plan, and colors and materials for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments, and Tree Removal Permit TP 2015-01 for the removal of seven (7) trees on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), subject to conditions;
 5. Resolution No. 2015- , recommending that City Council approve an Affordable Housing Plan and an Affordable Housing Agreement
 - B. Consider adopting Resolution No. 2015- , approving Conditional Use Permit UP 2015-07 to allow for the establishment of a smoke shop at a ±1,472 square foot commercial space located at 3170 Vista del Camino, Suites D & E (APN 032-054-008).

7. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is brought forth for Planning Commission consideration and possible action. The Planning Commission may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

a. None

8. COMMISSIONERS AND STAFF INFORMATIONAL REPORTS:

- a. City Council, Design Review Board, Tree Committee and other meetings of note.
- b. Upcoming items scheduled for future meetings.
- c. Ad Hoc Committee

9. CORRESPONDENCE:

a. None

10. ADJOURNMENT

CERTIFICATION

I, Judy Paterson, Administrative Assistant for the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at Marina City Council Chambers bulletin board, 211 Hillcrest Avenue; City Kiosk at the corner of Del Monte Boulevard and Reservation Road; and Monterey County Free Library Marina Branch at 190 Seaside Circle on or before 6:30 p.m. Monday, December 10, 2015.

Judy Paterson, Administrative Assistant II
Planning Services Division
Community Development Department

PLANNING COMMISSION NOTES:

1. The Marina Planning Commission regularly meets at 6:30 P.M. on the second and fourth Thursdays of each month.
2. The Planning Commission follows procedures intended to allow for project applicants and members of the public the fullest possible opportunity to be heard, while enabling the Commission to complete its meetings within a reasonable time.
3. Copies of staff reports are available to the public on the Friday afternoon, prior to the Thursday meetings at the Community Development Department office located at 209 Cypress Avenue.
4. Planning Commission subcommittees include the Marina Design Review Board (DRB) and Tree Committee. The DRB regularly meets at 6:30 P.M. on the third Wednesday of each month and the Tree Committee meets quarterly on the 2nd Wednesday of January, April, July and October... All meetings take place in the Council Chambers unless otherwise noticed... Public notices and agendas are posted at the following locations: Monterey County Library Marina Branch, Kiosk at the corner of Del Monte Blvd. and Reservation Rd., and Marina City Council Chambers Bulletin Board.
5. The public is invited and encouraged to participate in all meetings of the Planning Commission and its subcommittees.
6. **ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES.** Council Chambers are wheelchair accessible. Meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. To request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@ci.marina.ca.us. Requests must be made at least **48 hours** in advance of the meeting.



MINUTES

Thursday, November 12, 2015

6:30 P.M.

**REGULAR MEETING
PLANNING COMMISSION**

**Council Chambers
211 Hillcrest Avenue
Marina, California**

1. CALL TO ORDER

Chair Burnett called the meeting to order at 6:30 p.m.

2. ROLL CALL & ESTABLISHMENT OF QUORUM (Planning Commission Members)
Katherine Biala, David Burnett, Margaret Davis, Tim Ledesma, Virgil Piper, Adam Urrutia
(one vacancy)

3. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

4. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:

Herbert Cortez, Economic Development Commissioner, announced a new Sustainable Cities program at CSUMB.

Commissioner Ledesma reminded Marina citizens that there are vacancies on various commissions and encouraged people to apply.

Vice-Chair Davis thanked the public for a successful Veterans Day celebration at the Equestrian Center.

5. CONSENT AGENDA:

- a. Minutes for the October 8, 2015 Regular Meeting.

Commissioner Piper made a motion to approve the minutes for October 8, 2015 minutes. The motion was seconded by Commissioner Ledesma and passed by a 6-0-0-0 vote.

6. PUBLIC HEARINGS:

- a. None

7.

OTHER ACTION ITEMS:

- a. It is recommended that the Planning Commission:

Consider adopting Resolution No. 2015-, making a determination that the Marina 5- Year Capital Improvement Program (CIP) is consistent with the Marina General Plan.

Senior City Engineer, Edrie Delos Santos, presented the staff report. He described the various components of the Capital Improvement Program (CIP) that include traffic intersections, roadways, parks, public facilities and public safety.

Mr. Delos Santos outlined some specific projects within each of the categories that have been determined by staff to be consistent with the General Plan and are before the Commission for that determination.

Under Traffic Intersections, he included the Imjin/8th St. redesign, Highway One Bridge awaiting Cal Trans approval and the Del Monte/Beach Roundabouts.

In roadway projects he described the 2nd Ave. extension, a drainage project at Coskey and Del Monte, the widening of Imjin Parkway, roundabout at Beach Rd. and Reservation Rd., realignment of Cardoza and Abdy Way and the drainage issue on Marina Dr.

Parks projects include the Vince DiMaggio ADA improvements while Public Facilities projects included the Community Center Park. Finally, Public Safety projects included he stabilization of the National Parks conveyance properties of Roller City Roller Hockey, the pool building and the chapel.

Mr. Delos Santos and Ms. Szymanis were available to answer questions and provide clarification to the Commission. Ms. Szymanis reminded the Commission that the fine details of each of the projects was under the purview of the Public Works Commission and that the Planning Commission was making the consistency determination with the General Plan.

Chair Burnett requested that the Commission receive notification of any Public Works agendas that include discussion of the CIP.

Commissioner Ledesma made a motion to adopt the resolution finding the Marina 5-year CIP is consistent with the General Plan. The motion was seconded by Commissioner Urrutia and passed by a 5-1(Piper)-0-0 vote.

8. COMMISSIONERS AND STAFF INFORMATIONAL REPORTS:

Staff and Commissioners reported on:

- a. City Council, Design Review Board, Tree Committee and other meetings of note.
b. Upcoming items scheduled for future meetings.
c. Ad Hoc Committee

9. CORRESPONDENCE:

- a. None

10. ADJOURNMENT

The meeting was adjourned at 7:50 p.m.

ATTEST:

David Burnett, Chairperson

Judy Paterson, Administrative Assistant II

December 3, 2015

Item No:

Honorable Chair and Members
of the Marina Planning Commission

Planning Commission Meeting
of December 10, 2015

REQUEST THAT THE PLANNING COMMISSION OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTIONS RECOMMENDING THAT THE CITY COUNCIL APPROVE: (1) THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR DEMOLITION OF AN EXISTING SINGLE FAMILY DWELLING AND DUPLEX AND CONSTRUCTION OF SIXTEEN (16) NEW TOWNHOMES AND TWO (2) APARTMENTS; (2) GENERAL PLAN LAND USE MAP AMENDMENT GP 2015-01 TO CHANGE THE LAND USE DESIGNATION FROM "SINGLE FAMILY RESIDENTIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR THE PROJECT SITE; (3) ZONING MAP AMENDMENT ZM 2015-01 TO CHANGE THE ZONING DISTRICT FROM "MULTIPLE FAMILY RESIDENTIAL (R-4)" TO "SPECIFIC PLAN (SP)" FOR THE PROJECT SITE; (4) SPECIFIC PLAN SP 2015-01 INCLUDING SITE AND ARCHITECTURAL DESIGN REVIEW DR 2014-01 FOR THE SITE PLAN, BUILDING ELEVATIONS AND CONCEPTUAL LANDSCAPE PLAN AND TREE REMOVAL PERMIT TP 2014-01 FOR THE REMOVAL OF SEVEN (7) TREES, AND; (5) AN AFFORDABLE HOUSING PLAN AND AFFORDABLE HOUSING AGREEMENT ON A ±.8 ACRE PROJECT SITE LOCATED AT 3033-3039 MARINA DRIVE (APN 033-171-002)

REQUEST:

It is requested that the Planning Commission:

1. Open a public hearing, take any testimony from the public and consider adopting Resolution No. 2015- , recommending that City Council approve the Mitigated Negative Declaration of environmental impact for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);
2. Resolution No. 2015- , recommending that City Council approve General Plan Land Use Map amendment GP 2015-01 to change the land use designation from "Single Family Residential" to "Multi-Family Residential" for a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);
3. Resolution No. 2015- , recommending that City Council approve Zoning Map amendment ZM 2015-01 to change the Zoning District from "Multiple Family Residential (R-4)" to "Specific Plan (SP)" for a ±1.7 acre project site located at 3033-3039 Marina Drive (APN 033-171-002);

4. Resolution No. 2015- , recommending that City Council approve Specific Plan SP 2015-01, including Site and Architectural Design Review DR 2014-01 for the Site Plan, Building Elevations, Conceptual Landscape Plan, and colors and materials for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments, and Tree Removal Permit TP 2015-01 for the removal of seven (7) trees on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), subject to conditions.
5. Resolution No. 2015- , recommending that City Council approve an Affordable Housing Plan and an Affordable Housing Agreement.

BACKGROUND:

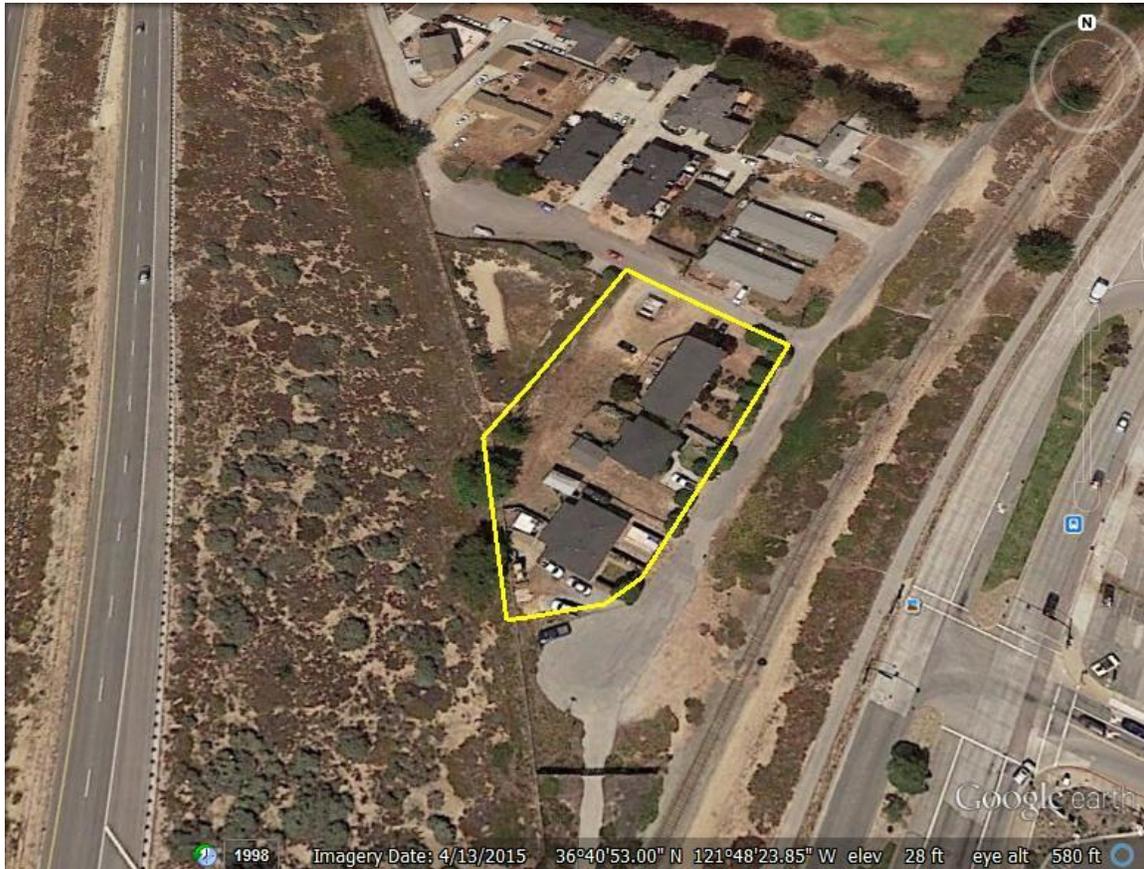
The project site is a linear parcel located at 3033-3039 Marina Drive. The project site is also bordered by the Monterey County (TAMC) branch line railway tracks, TAMC's Monterey Bay Sanctuary Scenic Trail and Del Monte Boulevard to the south and east; and the Highway 1 dune berm and a City-owned storm water percolation pond to the north and west. San Pablo Court forms the northern property boundary.

The subject property is developed with nine existing units. These include one (1) single family dwelling, one (1) duplex, and one (1) multi-family apartment containing six (6) units. Two (2) of the units in the apartment building had been created without the benefit of permits and in 2014 were brought into compliance with the California Building Code and Fire Code through the Building Services Division by the current property owner, Mr. Scott Green. The proposed development, the Marina Beach Townhomes, involves the demolition of the single family dwelling and duplex and construction of 16 new townhomes and two (2) apartments for a total of 24 units (six existing and 18 new). A building housing an office, laundry and storage/maintenance area will serve all residents.

On July 2, 2014, Mr. Green submitted a complete application for entitlements, including a General Plan amendment (GP 2014-01) to change the General Plan Land Use Map from "Single Family Residential" to "Multiple Family Residential", a change to the Zoning District Map (ZM 2014-01) from "Multi-Family Residential" to "Specific Plan", adoption of a Specific Plan (SP 2014-01), adoption of an Affordable Housing Plan and Affordable Housing Agreement, Site and Architectural Design Review (DR 2014-01) for the Site Plan, Building Elevations, Landscape Plan and colors and materials for a project including demolition of three (3) existing units and the addition of 17 townhomes (now 16 townhomes and 2 apartments), and a Tree Removal Permit (TP 2014-01) for removal of seven (7) trees on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002).

At the regular meeting of November 19, 2014, the Site and Architectural Design Review Board approved Resolution No. 2014-01 (DRB), recommending Planning Commission approval of DR 2014-01, subject to conditions. These conditions have been either addressed by the applicant in resubmitted plans or are addressed as Conditions of Approval by inclusion in the Planning Commission draft Resolution.

Google Earth Image of Subject Property



At the regular meeting of November 19, 2014, the Tree Committee approved Resolution No. 2014-01 (TC), recommending Planning Commission approval of TP 2014-01, subject to conditions. These conditions are addressed by inclusion in the Planning Commission draft Resolution.

An Initial Study-Mitigated Negative Declaration (IS-MND) was prepared for the project. A 20-day public review period for the IS-MND began on October 28, 2015, and concluded on November 16, 2015. A Notice of Intent to Adopt a Mitigated Negative Declaration was posted with the Office of the Monterey County Clerk on October 28, 2015. No comments were received.

ANALYSIS:

GENERAL PLAN LAND USE MAP AMENDMENT

In June 1982, like six other apartment/townhouse buildings on the adjacent San Pablo Court, the subject property was designated as “Multiple Family Residential” on the General Plan Land Use Map with a residential density of 21 dwelling units per acre. In October 2000, for reasons that are not clear in the historical files, all of the properties located in the triangle south of Marina del Mar Elementary School, east of San Pablo Court and west of Marina Green Drive including the subject property, were re-designated

as “Single Family Residential” on the General Plan Land Use Map, making the majority of the parcels non-conforming as to the density.

The allowable density established by the General Plan for areas designated “Single Family Residential” is five units per acre; thus four units are currently allowed on the subject property. The six existing units on the site currently exceed the General Plan’s residential density limit of five units per acre. To increase density on the site, an amendment to the General Plan Land Use Map from “Single Family Residential” to “Multi-Family Residential”, which allows between 20 and 35 units per acre will be required (“**EXHIBIT A**”).

This is an appropriate location for townhome/apartment infill development given: (1) the sites location within an already-developed urban area; (2) adjacency to and compatibility with similar multi-family apartments and townhomes without the need for buffers or transition zones; (3) adjacency to existing bus planned rapid transit stops; (4) adjacency to the Monterey Bay Sanctuary Scenic Trail; (5) close proximity to City services and supplies. Intensification of use at this location will more fully utilize the City’s existing infrastructure and tax revenue from the existing land supply.

ZONING DISTRICT MAP AMENDMENT

The subject parcel is zoned “Multiple Family Residential” (R-4) on the Zoning Map. The Beach Townhome Apartments Specific Plan will establish a “Specific Plan” (SP) Zoning District to replace the R-4 Zoning District for the site (“**EXHIBIT B**”).

Inconsistencies between the General Plan Land Use Map and Zoning District Map were identified during the preparation of the Marina General Plan 2000. Policy 5.4 of the Program and Implementation Element of the General Plan addressed this item by identifying the need for a major revision of the City’s existing Zoning Code. To date, this revision has not been completed.

Within Central Marina, the Downtown Vitalization Specific Plan (DVSP) was initiated as a tool to accomplish consistency between the City’s land use and zoning maps. A Draft DVSP was prepared by the Development Services Department (DSD) prior to dissolution of redevelopment agencies in California. This project is currently on hold.

ADOPTION OF SPECIFIC PLAN

The subject property is located within the boundary of the Downtown Vitalization Area. General Plan Policy 2.63.51 requires that, prior to approval of any development other than temporary projects/uses or projects already entitled to be built, a specific plan shall be prepared which legally establishes development, design, and infrastructure requirements in accordance with General Plan principles and policies. As such, a Specific Plan has been prepared for the project (“**EXHIBIT C**”).

Unique development standards and design guidelines, as illustrated by the development plans, have been incorporated into the proposed Beach Townhome Apartments Specific Plan. The Specific Plan has been prepared pursuant to Government Code Sections 65450-65457.

The Specific Plan includes the following five chapters:

- Chapter 1 (Introduction and Background) describes the project background, vision and description of the existing conditions. The relationship to the General Plan is also discussed.
- Chapter 2 (Context and Setting) describes the setting, environmental constraints, and existing infrastructure and public services for the Specific Plan area.
- Chapter 3 (Development Standards and Design Guidelines) establishes a set of development standard and design guidelines for the consistent promotion of high-quality, well-designed developments on the project site.
- Chapter 4 (Infrastructure and Public Services Plan) discusses the development policies pertaining to the planned distribution, location, extent and intensity of water, sewer and storm drainage infrastructure, and solid waste facilities.
- Chapter 5 (Specific Plan Administration and Implementation) provides the framework for implementing the Specific Plan and ensuring its objectives are integrated effectively with the goals of the City of Marina General Plan.

Staff has worked collaboratively with the applicant in the preparation of the Specific Plan. As such the plan is consistent with and furthers the goals, policies and implementation objectives of the Marina General Plan and is compliant with the requirements of State law.

SITE PLAN

The Plan Set forms the Appendix to the Specific Plan.

The Site Plan (*Sheet A-1*) shows the distribution on the site of the existing three-story apartment building, three rows of new townhome units, a new storage/laundry/office building and a bicycle storage building. Linear blocks of six and eight townhome units located at the west and north-west property boundaries abut the Highway 1 dune berm and City-owned percolation pond lot, respectively, with a smaller block of three units fronting on Marina Drive. Parking for all units is centralized within the development. A Marina Coast Water District (MCWD) lift station is located on the north-west corner of the property. Two trash enclosures are provided, one in each parking lot.

The Demolition Plan (*Sheet A-3*) shows the locations of the existing apartment building that will remain and the duplex and single family units, and accessory structures that will be demolished.

Except where infeasible, development standards within MMC Chapter 17.20, Multiple Family Residential District, have been used by the applicant to guide the site planning process.

Table 1, below, shows the development standards proposed for the subject property, as incorporated in the Specific Plan.

**Table 1.
Proposed Specific Plan Standards**

Metric	Specific Plan Standard
Housing Element Program 1.1 requires minimum density 20 units/acre in DVSP area or 16 units	23 units on 0.8 acres = 29 units/acre
Total Open Space (excludes driveways and walkways)	10,037 sq. ft.
Private Open Space (patios and decks)	3,774 sq. ft.
Building Height	22' and two stories
Site Coverage	27%
Front Yard	10' minimum
Side Yards	5' minimum
Rear Yard	5' minimum
Parking (all 2 bedroom units)	1 ½ spaces per unit = 35 spaces

Circulation and Parking

Access to the site would be provided via two new driveways on Marina Drive and one new driveway at San Pablo Drive. There would be no passage for vehicles through the site. The Marina Fire Department has reviewed the proposed project and has required that dead-end access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. The southerly parking area terminates at 135 feet. The parking has been designed to provide for vehicle maneuvering so that vehicles may leave the site in a forward direction (rather than backing out into the roadway).

A total of 38 parking spaces would be provided on the site, including six new spaces in front of the existing apartment building, four spaces with access off San Pablo Court, and 28 spaces with access off Marina Drive (each parking area would have a separate access point). A motorcycle parking spot would be provided at the south end of the parking lot, directly off of Marina Drive. Bicycle parking would be provided in the form of a 12 foot by 8 foot bike storage building and additional bike racks, in the northwest portion of the site, between the six unit and nine unit structures. One parking spot for each of the existing apartments would be added in front of the apartment building off of Marina Drive. Thirty-two parking spaces (one for each new unit and 14 additional) would be constructed, four with access off of San Pablo Ct. and 28 with access off of Marina Drive.

The site is located within walking distance of downtown Marina. The site is also adjacent to a public bus stop, the adjacent TAMC regional bicycle and pedestrian trail, and a cul-de-sac with on-street parking availability.

The closest Monterey-Salinas Transit (MST) bus stops are located at Palm Avenue and Del Monte Avenue, approximately 900 feet northeast of the proposed project site. From this location, Routes 17, 20, 21 and 28 take passengers to CSUMB, the Dunes Shopping Center, Monterey Transit Plaza, Salinas Transit Center and the Watsonville Transit Center. Also, TAMC is planning to build a Light Rail Transit (LRT) station at Palm Avenue and Del Monte Boulevard as part of the future Monterey Branch Line LRT project.

The proposed on-site parking stalls are 9' by 17.5' with 10' width for corner stalls. Two spaces are ADA accessible in compliance with the two percent requirement of the California Building Code.

Neither Marina Drive nor San Pablo Court have been fully improved. As part of the project, curb, gutter and a 4' wide sidewalk will be constructed along both street frontages. The proposed internal sidewalk network will link the front entry of each unit to the parking area and to the sidewalks along Marina Drive and San Pablo Court as well as the community patio and bicycle storage area located adjacent to the office/laundry building.

Flood Plain and Storm Water Management

According to the 2009 FEMA Flood Insurance Rate Map, the north-eastern half of the property is located in the AE Flood Zone and has a Base Flood Elevation (BFE) of 28 feet. Seven of the new units will be fully or partially located within the identified flood plain. To address this, new construction will locate the lowest habitable floor above the BFE. The site will be graded to create pad elevations with the top of each slab at or above 28 feet (Site Plans *Sheet A-2*).

To meet the requirement of General Plan Policy 3.57, that requires all storm water runoff to be retained onsite, storm tech infiltration chambers will be installed within each of the three parking lots. Additional infiltration will be provided by the landscape areas.

ELEVATIONS

The applicant is also seeking approval of the Exterior Elevations (*Sheets A-4 and A-5*) as depicted in the color renderings in the Specific Plan (*View from Del Monte; North Elevation; View from Freeway*).

Each of the 16 new townhome units will be approximately 864 sq. ft. and will include livable space downstairs, with a ½ bath and washer/dryer hook-ups. Upstairs there will be two bedrooms and a shared bath. The two new apartments would each include one bedroom and one bath in approximately 600 sq. ft. Each unit will have a private entry porch and a rear patio. White wooden picket fences define the front entries and 6' redwood fences create privacy at the rear of the units.

The design and materials wrap around the building. Finishes for the units include stucco on the first floor, a 12" wood belly-band between the first and second floors, board and batten siding on the second floor, painted aluminum gutters and downspouts, and composition shingle roofs. Windows are vinyl with French pane uppers. The colors and materials board and color renderings show the colors and their placement on the buildings.

The units have been differentiated from one another through the following:

- The rooflines for each block of one or two units are offset due to grade changes consistent with the existing topography, which varies from 33' at the north of property to 28' at the south;

- Porch overhangs are either pitch roof or shed roof at the front door entry; and
- Distinctive paint colors are used in blocks of two units. The single northernmost end units are painted as singles repeating the color scheme of interior blocks.

Colored window shutters on the upper story of each of the units harmonize the complex as a whole.

CONCEPTUAL LANDSCAPE PLAN

The applicant has also prepared a Conceptual Landscape Plan (*Sheet LI*) for approval. The plan shows the locations of the landscape areas adjacent to each row of townhouses, in the parking areas and on the street frontages.

Seven of the existing trees are proposed to be removed to accommodate the development and the rest will be retained, including several mature cypress trees. All of the trees proposed to be retained, except *Melaleuca*, a California native, are on the City of Marina Recommended List of Preferred Trees, approved by the Site and Architectural Design Review Board and the Planning Commission in 2009.

Nine of the shrubs listed on the landscape plan are California natives, and eight are not.

The number of new trees and shrubs to be planted on-site is not yet known. Standard Conditions of Approval have been added to the draft Resolution to ensure at least 65 percent of trees and shrubs are native plantings, establish minimum plant sizes and guide placement during development of the Final Planting Plan.

TREE REMOVAL PERMIT

To accommodate the proposed development, the applicant is requesting the removal of seven (7) trees. An Arborists Report prepared by Frank Ono (July 11, 2014) provided by the applicant is attached (“**EXHIBIT D**”), including a plot plan showing trees proposed to be removed. Trees are tagged in the field in accordance with this plan. The seven trees proposed for removal (Trees #2035, # 2038, # 2040, #2014, #2042, #2049 and #2050) are identified by the Arborist Report as being in poor health or within the development impact area as noted in the findings in the draft Resolution.

Conditions of Approval have been added to the draft Resolution requiring that the Final Landscape Plan shall show replacement of the seven removed trees at a ratio of at least 2:1 (at least 14 trees), consistent with Municipal Code Section 17.51.060 D2, and that all remaining trees in the vicinity of the proposed construction shall be protected during all construction activities.

AFFORDABLE HOUSING PLAN AND AFFORDABLE HOUSING AGREEMENT

The Affordable Housing Plan and Affordable Housing Agreement has been reviewed by staff, including special legal counsel at Goldfarb & Lipman, LLP, who has found the plan in compliance with City of Marina Municipal Code Chapter 17.45 based on the percentage of affordable housing units proposed in each income category, pursuant to Section 17.45.030 (“**EXHIBIT E**”).

As required, four affordable housing units are proposed with the following affordability mix: one (1) very low, two (2) low, and one (1) moderate income units. Two of the units (both 2 bedroom/1 bath) will be located in the existing 6-plex, one (2 bedroom/1.5 bath) will be in the new 8-unit building, and one (2 bedroom/1.5 bath) will be in the new 6-unit building. Occupancy of the units is restricted to individuals who meet the State income limits, as updated annually, with maximum rents for the apartments established and updated annually by the Department of Housing and Community Development.

Once the Planning Commission approves the Affordable Housing Plan and Affordable Housing Agreement for the project, the applicant will prepare and record a Regulatory Agreement, for the four affordable units based on the language of the City prepared Agreement. These documents must be approved and recorded prior to issuance of a building, demolition or grading permit for the site.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

An Initial Study (IS) and Mitigated Negative Declaration (MND) have been prepared in response to the requirements of the California Environmental Quality Act (CEQA) (“**EXHIBIT F**”). Through the Initial Study, it has been determined that the project’s environmental impacts are less than significant with mitigation measures. These mitigations measures relate to potentially significant impacts associated with nesting birds and potentially significant impacts associated with construction noise. The Mitigation and Monitoring Program (MMRP) for the project is attached (“**EXHIBIT G**”).

CONCLUSION:

This request is submitted for Planning Commission consideration and possible action.

Respectfully submitted,

Theresa Szymanis, AICP CTP
Acting Community Development Director
City of Marina

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDING CITY COUNCIL CONSIDER ADOPTING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR (1) GENERAL PLAN LAND USE MAP AMENDMENT GP 2015-01 TO CHANGE THE LAND USE DESIGNATION FROM “SINGLE FAMILY RESIDENTIAL” TO “MULTI-FAMILY RESIDENTIAL”; (2) ZONING MAP AMENDMENT ZM 2015-01 TO CHANGE THE ZONING DISTRICT FROM “MULTIPLE FAMILY RESIDENTIAL (R-4)” TO “SPECIFIC PLAN (SP)”; (3) SPECIFIC PLAN SP 2015-01 WHICH INCORPORATES SITE AND ARCHITECTURAL DESIGN REVIEW DR 2014-01 FOR THE SITE PLAN, BUILDING ELEVATIONS AND CONCEPTUAL LANDSCAPE PLAN FOR DEMOLITION OF AN EXISTING SINGLE FAMILY DWELLING AND DUPLEX AND CONSTRUCTION OF 16 NEW TOWNHOMES AND 2 NEW APARTMENTS, (4) AN AFFORDABLE HOUSING PLAN AND AFFORDABLE HOUSING AGREEMENT (4) TREE REMOVAL PERMIT TP 2015-01 FOR THE REMOVAL OF SEVEN (7) TREES ON A ±0.8 ACRE PROJECT SITE LOCATED AT 3033-3039 MARINA DRIVE (APN 033-171-002)

WHEREAS, entitlements requested include a General Plan Land Use Map amendment (GP 2015-01) to change the land use designation from “Single Family Residential” to “Multi-Family Residential”; a Zoning Map amendment (ZM 2015-01) to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)”; adoption of a Specific Plan (SP 2015-01); an Affordable Housing Plan and Affordable Housing Agreement; Site and Architectural Design Review (DR 2014-01) for the Site Plan, Building Elevations and Conceptual Landscape Plan for the project; and Tree Removal Permit (TP 2014-01) for the removal of seven (7) trees, and;

WHEREAS, an Initial Study has been prepared in response to the requirements of the California Environmental Quality Act (CEQA), and;

WHEREAS, through the Initial Study, it has been determined that the project's potentially significant environmental impacts specifically related to nesting birds and construction noise can be made less than significant with mitigation measures, and;

WHEREAS, a 20-day public review period for the Initial Study/Mitigated Negative Declaration was established beginning on October 28, 2015 and ending on November 16, 2015 and a copy of the Notice of Intent to Adopt a Mitigated Negative Declaration was posted with the Office of the Monterey County Clerk on October 28, 2015, and;

WHEREAS, as of the date of this staff report, December 3, 2015, no comments have been received, and;

WHEREAS, pursuant to SB 18, California Native American Cultural Places legislation, a formal invitation for consultation on the project was mailed to contacts provided by the Native American Heritage Commission on October 20, 2015 with the 90 day period for seeking consultation ending on January 18, 2015 and as of the date of this staff report, December ##, 2015, no comments have been received, and;

WHEREAS, on December 10, 2015, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider the Mitigated Negative Declaration of environmental impact for the Project, which includes a Mitigation Monitoring and Reporting Program, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 10, 2015 meeting related to the proposed use.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that City Council consider adopting the Mitigated Negative Declaration of environmental impact for a proposed project for demolition of an existing single family dwelling and duplex and construction of 16 new townhomes and 2 new apartments on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002) with entitlements including a General Plan Land Use Map amendment (GP 2015-01) to change the land use designation from “Single Family Residential” to “Multi-Family Residential”; a Zoning Map amendment (ZM 2015-01) to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)”; adoption of a Specific Plan (SP 2015-01); an Affordable Housing Plan and Affordable Housing Agreement; Site and Architectural Design Review (DR 2014-01) for the Site Plan, Building Elevations and Conceptual Landscape Plan for the project; and Tree Removal Permit (TP 2014-01) for the removal of seven (7) trees, making the following findings:

FINDINGS

1. The Initial Study and corresponding Mitigated Negative Declaration of environmental impact were released for public review and said mitigation measures would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and;
2. There is no substantial evidence in light of the whole record before the City of Marina that the project may have a significant effect on the environment.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December 2015, by the following vote:

AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Resolution No, 2015-
Page 3.

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDING CITY COUNCIL CONSIDER APPROVING GENERAL PLAN LAND USE MAP AMENDMENT GP 2015-01 TO CHANGE THE LAND USE DESIGNATION FROM “SINGLE FAMILY RESIDENTIAL” TO “MULTI-FAMILY RESIDENTIAL” FOR A ±0.8 ACRE PROJECT SITE LOCATED AT 3033-3039 MARINA DRIVE (APN 033-171-002)

WHEREAS, entitlements requested include a General Plan Land Use Map amendment (GP 2015-01) to change the land use designation from “Single Family Residential” to “Multi-Family Residential”, and;

WHEREAS, on December 10, 2015, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider General Plan Land Use Map amendment GP 2015-01 to change the land use designation from “Single Family Residential” to “Multi-Family Residential”, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 10, 2015 meeting related to the proposed use, and;

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) an Initial Study and Mitigated Negative Declaration has been prepared to analyze and mitigate the project's potentially significant environmental impacts.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that City Council consider approving General Plan Land Use Map amendment GP 2015-01 to change the land use designation from “Single Family Residential” to “Multi-Family Residential” for a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), making the following findings:

FINDINGS

1. General Plan Land Use Map Amendment – The General Plan Land Use Map Amendment GP 2015-01 is internally consistent with the General Plan as follows:
 - (a) City of Marina Housing Element 2008-2014
The Housing Element of the Marina General Plan identifies the Specific Plan Area in its inventory of vacant or underutilized infill parcels in Central Marina with residential development potential.
 - (b) Program 1.1 of the Housing Element requires that the City provide for a minimum of 27 acres that accommodate at least 20 units per site at a density of at least 20 units per acre within downtown Marina. The development of the site with four income restricted units will help meet this requirement, address the need for affordable housing, and help the City of Marina to achieve its Housing Element goals.

- (c) This is an appropriate location for townhome/apartment infill development given: (1) the sites location within an already-developed urban area; (2) adjacency to and compatibility with similar multi-family apartments and townhomes without the need for buffers or transition zones; (3) adjacency to existing bus planned rapid transit stops; (4) adjacency to the Monterey Bay Sanctuary Scenic Trail; (5) close proximity to City services and supplies. Intensification of use at this location will more fully utilize the City's existing infrastructure and tax revenue from the existing land supply.
- (d) Policy 2.4.8 calls for construction of a broad range of housing types to be permitted and promoted in order to provide greater housing choice and diversity.
- (e) Policy 2.31.6 requires that new housing shall be constructed at densities and in patterns which conserve land, reduce reliance on the private automobile and result in walkable, attractive neighborhoods.
- (f) Policy 2.4.5 requires that all land development, including that involving infilling of existing neighborhoods or commercial areas shall be organized and have sufficient intensity to help ensure the longer-term feasibility of public transit for work and other purposes, and to create a pedestrian-oriented community.
- (g) Policy 3.3.8 requires that the City link existing and future areas of the City with an integrated system of roads, transit, footpaths and bikeways that connects neighborhoods, commercial areas, schools, parks, and other major community-serving destinations.
- (h) Policy 3.34.6 directs that new development and redevelopment within the City of Marina should be designed with a network of streets to disperse traffic loads evenly and provide route options and direct travel for pedestrians and bicyclists.
- (i) Policy 3.3.5 requires that the City ensure that walking and bicycling routes are integral parts of street design and form a safe and preferred transportation network.
- (j) Policy 3.34.1, the City's Pedestrian Network Map identifies this link as part of the City's future pedestrian network.
- (k) Policy 3.35.1 requires that adequate bicycle parking shall be provided at all existing civic and recreational destinations, including comprehensive support facilities and in all new multi-family residential projects.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December 2015, by the following vote:

AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Resolution No. 2015-
Page 3.

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDING THAT CITY COUNCIL CONSIDER APPROVING ZONING MAP AMENDMENT ZM 2015-01 TO CHANGE THE ZONING DISTRICT FROM “MULTIPLE FAMILY RESIDENTIAL (R-4)” TO “SPECIFIC PLAN (SP)” FOR A ±0.8 ACRE PROJECT SITE LOCATED AT 3033-3039 MARINA DRIVE (APN 033-171-002)

WHEREAS, entitlements requested include a Zoning Map amendment ZM 2015-01 to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)”, and;

WHEREAS, on December 10, 2015, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider Zoning Map amendment ZM 2015-01 to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)”, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 10, 2015 meeting related to the proposed use, and;

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) an Initial Study and Mitigated Negative Declaration have been prepared to analyze and mitigate the project's potentially significant environmental impacts.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that City Council consider approving Zoning Map amendment ZM 2015-01 to change the Zoning District from “Multiple Family Residential (R-4)” to “Specific Plan (SP)” for a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), making the following findings:

FINDINGS

1. Zoning Map Amendment – That Zoning Map Amendment ZM 2015-01 will maintain zoning consistency with General Plan Land Use Map Amendment GP 2015-01 and that ZM 2015-01 will not be detrimental to the public health, safety or general welfare of the Marina community or the surrounding area.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December 2015, by the following vote:

AYES, COMMISSION MEMBERS:
NOES, COMMISSION MEMBERS:
ABSENT, COMMISSION MEMBERS:
ABSTAIN, COMMISSION MEMBERS:

Resolution No. 2015-
Page 2.

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDING THAT CITY COUNCIL CONSIDER APPROVING SPECIFIC PLAN SP 2015-01, INCLUDING SITE AND ARCHITECTURAL DESIGN REVIEW DR 2014-01 FOR THE SITE PLAN, BUILDING ELEVATIONS AND CONCEPTUAL LANDSCAPE PLAN, AND TREE REMOVAL PERMIT TP 2014-01 FOR THE REMOVAL OF SEVEN (7) TREES ON A ±0.8 ACRE PROJECT SITE LOCATED AT 3033-3039 MARINA DRIVE (APN 033-171-002), SUBJECT TO CONDITIONS

WHEREAS, the subject property is located within the boundary of the Downtown Vitalization Area and General Plan Policy 2.63.51 requires that, prior to approval of any development other than temporary projects/uses or projects already entitled to be built, a specific plan shall be prepared which legally establishes development, design, and infrastructure requirements in accordance with General Plan principles and policies, and;

WHEREAS, on July 2, 2014, Mr. Scott Green submitted a complete application for entitlements, including a General Plan amendment (GP 2014-01) to change the General Plan Land Use Map from 'Single Family Residential' to 'Multiple Family Residential', a change to the Zoning District Map (ZM 2014-01) from 'Multi-Family Residential' to 'Specific Plan', adoption of a Specific Plan (SP 2014-01), adoption of an Affordable Housing Plan and Affordable Housing Agreement, Site and Architectural Design Review (DR 2014-01) for the Site Plan, Building Elevations, Landscape Plan and colors and materials for a project including demolition of three existing units and the addition of 18 new units, and a Tree Removal Permit (TP 2014-01) for removal of seven (7) trees on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), and;

WHEREAS, the proposed development consists of demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), and;

WHEREAS, at the regular meeting of November 19, 2014, the Site and Architectural Design Review Board of the City of Marina adopted Resolution No. 2014-01 (DRB) recommending Planning Commission approval of Site and Architectural Design Review DR 2012-01 for the Site Plan, Building Elevations and Conceptual Landscape Plan for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), and;

WHEREAS, at the regular meeting of November 19, 2014, the Tree Committee approved Resolution No. 2014-01 (TC), recommending Planning Commission approval of TP 2014-01, subject to conditions, and;

WHEREAS, the Specific Plan has been prepared pursuant to Government Code Sections 65450-6547 and includes five chapters including: Chapter 1 (Introduction and Background); Chapter 2 (Context and Setting); Chapter 3 (Development Standards and Design Guidelines); Chapter 4 (Infrastructure and Public Services Plan); and Chapter 5 (Specific Plan Administration and Implementation), and;

WHEREAS, on December 10, 2015, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider Specific Plan SP 2015-01, including Site and Architectural Design Review DR 2014-01 for the Site Plan, Building Elevations, Conceptual Landscape Plan, and colors and materials for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments, and Tree Removal Permit TP 2015-01 for the removal of seven (7) trees on a for a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 10, 2015 meeting related to the proposed use, and;

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) an Initial Study and Mitigated Negative Declaration have been prepared to analyze and mitigate the project's potentially significant environmental impacts.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that City Council consider approving Specific Plan SP 2015-01, including Site and Architectural Design Review DR 2014-01 for the Site Plan, Building Elevations, Conceptual Landscape Plan, and colors and materials for demolition of an existing single family dwelling and duplex and construction of sixteen (16) new townhomes and two (2) apartments, and Tree Removal Permit TP 2015-01 for the removal of seven (7) trees on a ±0.8 acre project site located at 3033-3039 Marina Drive (APN 033-171-002), making the following findings and subject to the following conditions of approval:

FINDINGS

1. Specific Plan - The Specific Plan for the Beach Townhome Apartments has been prepared in accordance with General Plan Policy 2.63.51 and with the requirements of the California Government Code, Sections 65450-65457. These sections establish the Specific Plan as a legal mechanism which allows a particular area's development, design and infrastructure requirements to be established separately and to supersede any previously established zoning in a manner that is consistent with the goals, policies and implementation objectives of the City of Marina General Plan.

The Specific Plan for the Beach Townhome Apartments is consistent with and furthers the goals, policies and implementation objectives of the Marina General Plan in that it provides details regarding the development of an infill site near the Marina transit exchange to develop the site in a manner that will enhance both the image and the fiscal base of the City of Marina.

2. Site and Architectural Design Review - That Site and Architectural Design Review DR 2014-01 has been designed and will be constructed, and so located, that the project, as conditioned, will not:

- a) Be unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City, in that the project will redevelop an underutilized residential parcel located on a regional transit corridor within walking distance to downtown Marina. Infrastructure improvements and new landscaping that will beautify the site and improve the look of the Del Monte Boulevard gateway to the City.
 - b) Impair the desirability of tenancy or investment or occupation in the City, in that the proposed Marina Beach Townhome project at this location will add value to the surrounding area and to the City as a whole through provision of new curb, gutter and sidewalk and efficient use of land within the City's existing urban footprint.
 - c) Limit the opportunity to obtain the optimum use and value of the land and improvements, in that the project is an appropriate and efficient use of land that will bring the site into conformance with City policies and regulations, and that is compatible with nearby residential uses on San Pablo Court and Marina Drive, and whereby the private developer will contribute through development impact fees and property taxes to the financial well-being of the community.
 - d) Impair the desirability of tenancy or conditions on or adjacent to the subject site, in that the design and placement of the structures will provide for increased residential density on a site that is bounded on three sides to transportation and storm water infrastructure facilities and on the fourth side to existing multi-family residential uses. The proposed project will redevelop and enhance an underutilized residential site at the southern gateway to the City of Marina.
 - e) Otherwise adversely affect the general welfare of the community, in that the project, for the reasons provided above, will have an overall positive effect on the general welfare of the community.
3. Tree Removal Permit - Based on the following findings, the granting of the Tree Removal Permit as proposed will achieve the spirit, purpose and intent of Chapter 17.51 of the City of Marina Municipal Code:
- a) The applicant has clearly documented and compelling reasons for the removal and relocation of trees at the subject property. In particular, the removal of seven trees will allow for the construction of seventeen new townhome units thus improving land use efficiency, while retaining the maximum number of existing trees on the subject site.
 - b) Three trees proposed for removal (Tree #2038, #2040, #2049) are identified by the arborist as being in poor condition.
 - c) All trees proposed for relocation (#2035, # 2038, # 2040, #2014, #2042, #2049 and #2050) are located within the impact area of the proposed grading and construction.

- d) The trees proposed for removal do not serve as part of a windbreak system or otherwise play a prominent role in maintaining the existing urban forest.
- e) Due to the tree's contribution to the aesthetic beauty of the area, the removals and relocations would not have a substantial detrimental effect on neighboring property values. Removal of the seven trees will allow for development of the site, including enhanced site landscaping, and improve the beauty of the area. The removal request is concurrent with development plans for the property and project plans indicate that it is necessary to remove the seven trees to enable reasonable and conforming use of the property which is otherwise prevented by the location of the trees.

CONDITIONS OF APPROVAL

- 2. Substantial Compliance - The project shall be accomplished in substantial accordance with the Specific Plan (“**EXHIBIT A**”) attached to this resolution.
- 3. Permits - The applicant shall obtain all required building permits prior to initiating construction.
- 4. Indemnification - The applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of the project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.
- 5. Fire Department – Marina Fire Department standard conditions shall be implemented to the satisfaction of the Fire Chief.
- 6. Final Landscape Plan – The Specific Plan shall contain a Final Landscape Plan, substantially consistent with the Conceptual Landscape Plan that shall show the numbers of each plant species to be planted and shall address the following:
 - (a) The Final Landscape Plan shall show no less than the currently proposed number of trees, grasses, shrubs and groundcover with at least 65% California native plantings.
 - (b) Minimum plant sizes for the Final Landscape Plan shall be consistent with landscaping standards for other developments within Marina:
 - (i) The box size for planted trees shall be a minimum of 15 gallons with a minimum box size of 24-inch to be planted at key focal points, such as at the main entry to the Promontory.

- (ii) Trees shall be spaced at about 30 feet on-center for larger varieties and about 20 feet on-center for smaller varieties. In addition, trees shall be a minimum of: 10 feet away from driveways; 15 feet from streetlights and traffic control signals; 5 feet from water, gas and fire service laterals; and 10 feet from sewer and gas laterals.
 - (iii) The minimum size to plant shrubs is at 5 gallons for 50% of the shrubs and at 1 gallon for the other 50% of the shrubs.
7. The Final Landscape Plan shall show replacement of the 7 removed trees at a ratio of at least 2:1 (at least ten 14 trees), consistent with Municipal Code Section 17.51.060 D2.
 8. All remaining trees in the vicinity of the proposed construction shall be protected during all construction activities.
 9. Irrigation Plan – Prior to the issuance of building permits, a Final Irrigation Plan shall be submitted for review and approval of the Community Development Director that addresses any changes to the plant materials and locations.
 10. Surety Bond – Prior to the issuance of a building permit, the applicant shall provide a bond or other surety acceptable to the City to guarantee that the installed landscaping shall remain in a healthy and growing condition for a minimum of two years from the date of occupancy approval. The amount of the surety shall be a minimum of ten percent of the actual or estimated costs of the installation accepted by the Planning Services Division. An amount greater than ten percent may be required by the Planning Services Division if more exotic, less reliable plant material is specified in the approved planting plan. Two years after the approval of occupancy, the applicant shall contact the Planning Services Division to arrange for an inspection of the landscaping. If or when all landscaping shown on the approved plans is in place and is in healthy and growing condition, the surety shall be returned to the entity that provided the surety or to another entity upon proof of transfer. If plant material is dead, dying or missing and the applicant does not take steps to restore the landscaping, the City shall have the authority to use the surety for the restoration of the landscaping.
 11. Lighting – Prior to issuance of building permits the applicant shall submit a Photometric Plan and lighting specifications for review and approval by the Community Development Director.”
 11. Trash Enclosures and Maintenance Building - Prior to the issuance of building permits the applicant shall coordinate with the waste hauler for the site.
 12. Signs - Sign locations and specifications are not part of this application and will require a separate application for review by the Site and Architectural Design Review Board.
 13. That removal of the trees shall be consistent with the recommendations within the Arborists Report prepared by Frank Ono, dated July 11, 2014 (“**EXHIBIT A**”).

14. That the Final Landscape Plan shall show replacement of the 7 removed trees at a ratio of at least 2:1 (at least ten 14 trees), consistent with Municipal Code Section 17.51.060 D2.
15. That all remaining trees in the vicinity of the proposed construction shall be protected during all construction activities.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December 2015, by the following vote:

AYES, COMMISSION MEMBERS:
NOES, COMMISSION MEMBERS:
ABSENT, COMMISSION MEMBERS:
ABSTAIN, COMMISSION MEMBERS:

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF MARINA APPROVING AN AFFORDABLE HOUSING PLAN
AND AFFORDABLE HOUSING AGREEMENT FOR THE MARINA
DUNES TOWNHOME APARTMENTS, 3033-3039 MARINA DRIVE
(APN 033-171-002)

WHEREAS, the net increase of 18 residential units required that the applicant comply with the Marina Affordable Housing Ordinance Section 17.45.030, which requires that the applicant provide a minimum of 20 percent of the net new units to be “affordable” for families of certain income limits, and;

WHEREAS, four affordable housing units are proposed with the following affordability mix: one (1) very low, one (1) low, and two (2) moderate income unit, and;

WHEREAS, The Affordable Housing Plan and Affordable Housing Agreement has been reviewed by staff, including special legal counsel at Goldfarb & Lipman, LLP, and is found to be in compliance with City of Marina Municipal Code Chapter 17.45 in that the required percentage of affordable housing units in each income category, pursuant to Section 17.45.030, will be provided.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby approves the Affordable Housing Plan for the Beach Townhome Apartments, 3033-3039 Marina Drive (APN 033-171-002), subject to the following Conditions of Approval.

Conditions of Approval:

1. Prior to the issuance of building permits, proof shall be provided that the fully executed Affordable Housing Agreement has been recorded upon the final map for the subject property.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December 2015, by the following vote:

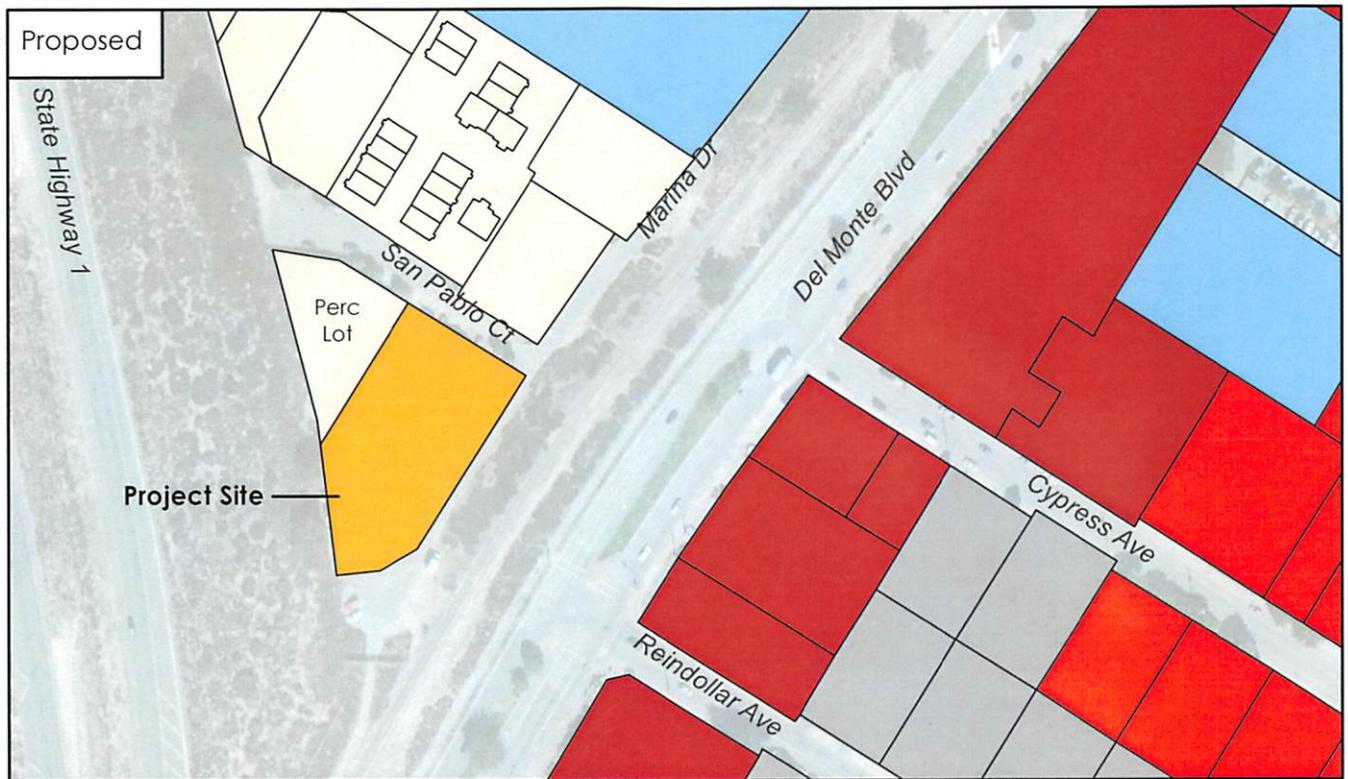
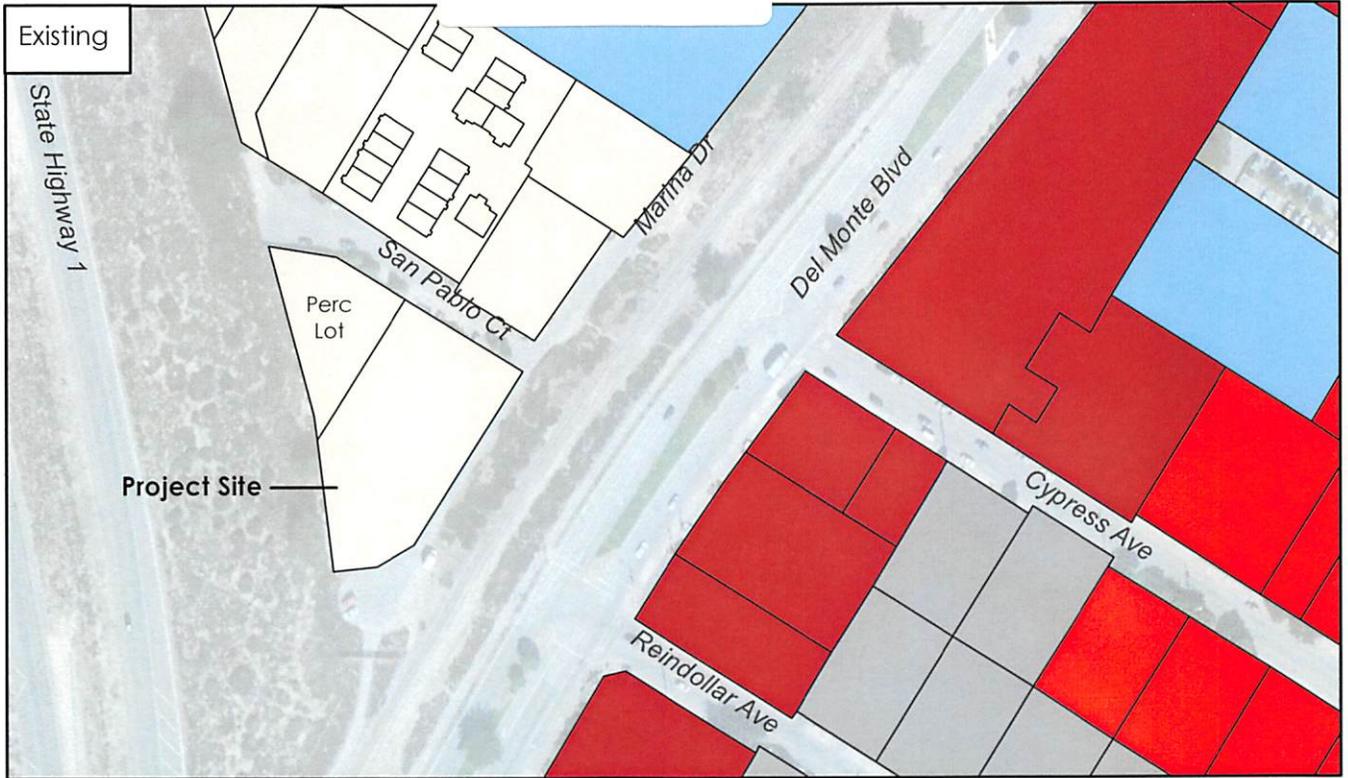
AYES, BOARD MEMBERS:
NOES, BOARD MEMBERS:
ABSENT, BOARD MEMBERS:
ABSTAIN, BOARD MEMBERS:

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

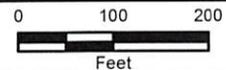
EXHIBIT A



- | | |
|---|---|
|  Multiple Use |  Single Family Residential |
|  Retail/Service |  Multi-Family Residential |
|  Light Industrial/Service Commercial |  Public Facilities |

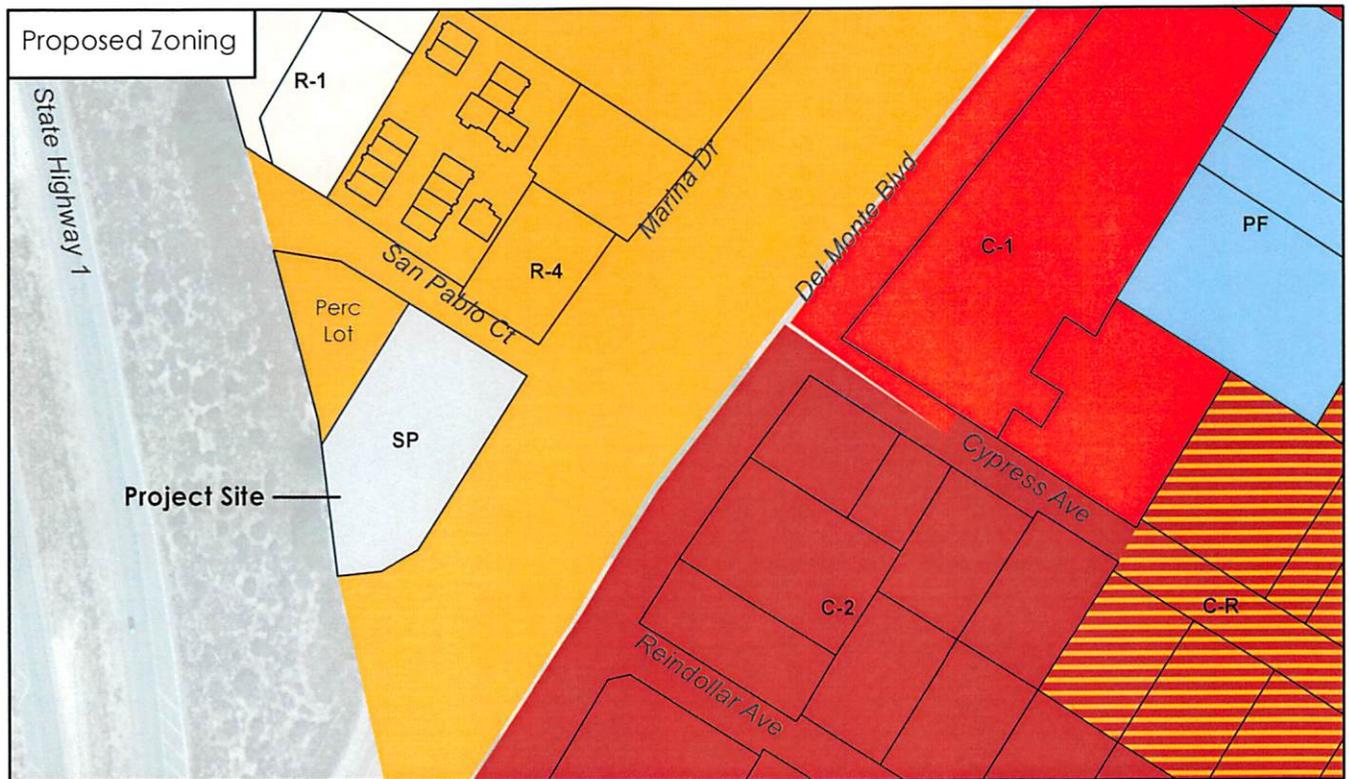
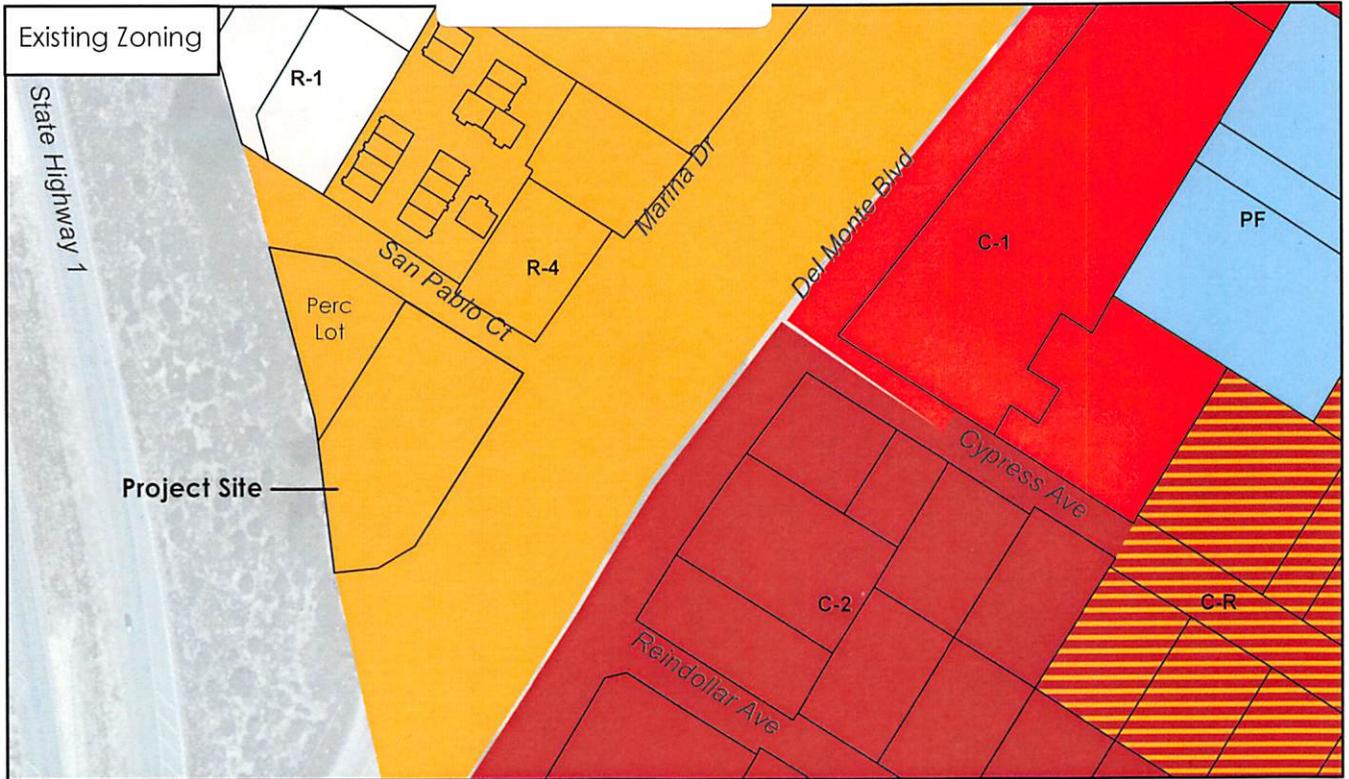


Marina General Plan
Land Use Map

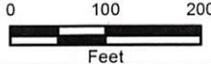


11/30/2015

EXHIBIT B



- | | | |
|--|---|--|
|  Retail Business District (C-1) |  Single-Family Residential (R-1) |  Specific Plan (SP) |
|  General Commercial (C-2) |  Multiple-Family Residential (R-4) | |
|  Commercial/Multiple-Family (C-R) |  Public Facility (PF) | |

	<p>Marina Zoning Map</p>	 	<p>11/30/2015</p>
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BEACH TOWN HOME APARTMENTS
3033-3039 MARINA DRIVE
MARINA, CALIFORNIA

Draft
Specific Plan

PREPARED FOR
THE CITY OF MARINA

PREPARED BY
GREEN ENGINEERING
A RESIDENTIAL DEVELOPMENT COMPANY
25613 SHAFTER WAY, CARMEL, CALIFORNIA 93923
July 2, 2015

BEACH TOWN HOME APARTMENTS DRAFT SPECIFIC PLAN

Executive Summary

The Beach Town Home Apartments Specific Plan is intended to guide the development of a 0.8 acre parcel of land located at the southerly end of Marina Drive and San Pablo Court intersection. This specific plan guides the development of this parcel through:

- A clearly stated vision for the property as a multifamily housing complex to be occupied by residents serving the Monterey Peninsula service industry and currently commuting from Salinas and areas north of Marina. In addition CSUMB students may occupy the property due to its proximity to the College, bike trail and nearby businesses.
- Clearly articulated land use and development standards.
- Appropriate design guidelines and regulations.

Table of Contents

The Specific Plan has been organized as follows:	Page
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Chapter 2 - Context and Setting describes the setting, environmental constraints, and existing infrastructure and public services for the Specific Plan area.....	6
Chapter 3 - Development Standards and Design Guidelines establishes a set of development standard and design guidelines for the consistent promotion of high-quality, well-designed developments on the project site.....	8
Chapter 4 - Specific Plan Administration and Implementation provides the framework for implementing the Specific Plan and ensuring its objectives are integrated effectively with the goals of the City of Marina General Plan.....	12
EXHIBITS AND PLAN SET	16

Chapter 1 Introduction and Background

The Beach Town Home Specific Plan describes the future development of a 0.8 acre parcel located in Marina California at the southwest corner of Marina Drive and San Pablo Court. The applicant, Green Engineering, is proposing to develop 7 townhome units and 2 apartments along the westerly portion of the property, 6 additional townhomes along the southerly property line and 3 townhomes fronting Marina Drive and retain the existing six-unit apartment building on the property. In addition, one parking space will be provided for each unit along with 14 additional parking spaces. A small laundry facility, manager's office and maintenance room are also proposed. All of this work is included as part of this specific plan.

The City of Marina General Plan Housing Element (2009) identified the need for additional housing within the City and requires that 20% of new units be available as affordable housing units to eligible tenants. The proposed housing development would help satisfy some of the plan's housing allocation requirements.

Operations at the Beach Town Home Apartments would require one full-time apartment manager and one part-time maintenance person.

As shown in the proposed Site Plan (**FIGURE 1**), the proposed development will consist of one building containing seven townhome units and two apartments, a separate building will contain six townhome units and a third building will have three units.

FIGURE 1.
24 Unit Site Plan



Sixteen townhome unit will be approximately 864 square feet and include livable space downstairs, a ½ bath and washer/dryer hook-ups. Upstairs there will be two bedrooms and a shared bath. Two units will be approximately 600 square feet with each unit having one bedroom and one bath. Units will have a private entry porch and a rear patio. Parking spaces for each of the proposed 16 townhomes, two apartments and the existing rental units have been located near each unit. Parking spaces will be assigned to minimize walking distance to each townhome. Currently the existing 6-plex, house and duplex do not have any paved parking spaces. The new development will provide assigned parking for the existing 6 apartments. A patio with seating will be provided near the laundry facility for common tenant usage.

Developer Background

For the past twenty-five years, Green Engineering, a private developer, has concentrated primarily in the development of high-end residential homes on the Monterey Peninsula, building and selling approximately twenty single family residences during that time period

Scott Green, the owner of Green Engineering, and Diane Fearn Green own and operate various multi-family properties on the Monterey Peninsula, including the existing nine units on the subject property.

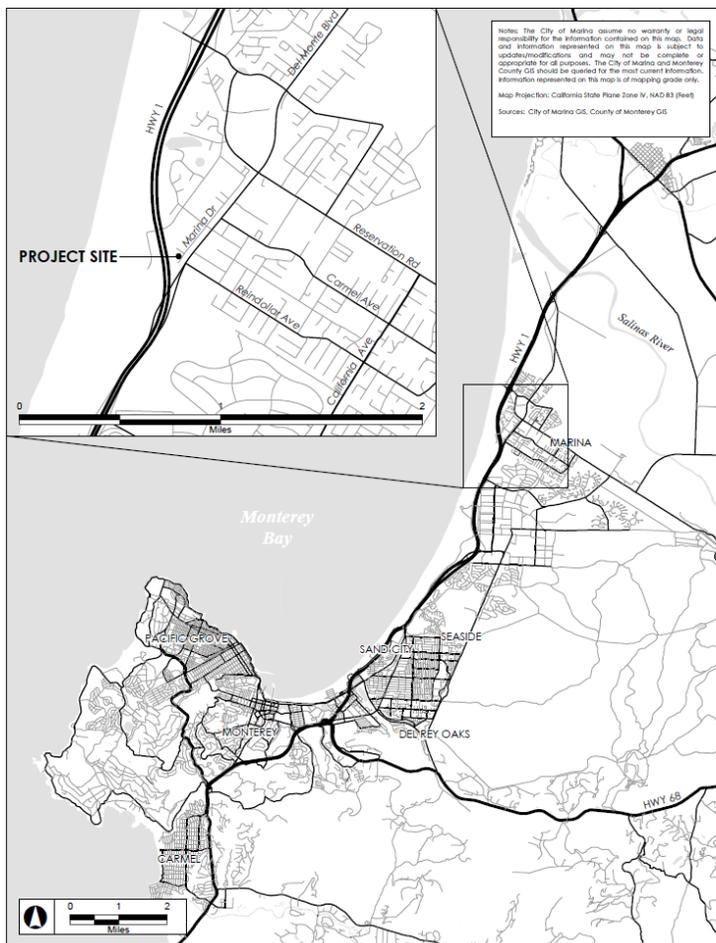


FIGURE 2 Vicinity Map

Beach Town Home project is located in the City of Marina, Monterey County, California (**FIGURE 2**). The project site is located at the southwest corner of Marina Drive and San Pablo Court in the City of Marina. The 0.8 acre parcel is bordered by Highway 1 and a City of Marina infiltration pond to the west, Highway 1 to the south, Southern Pacific Railroad right-of-way to the east and a four-unit apartment across San Pablo Court to the north.

Project Vision

The vision of Beach Town Homes is to create an attractive residential complex that will provide a high quality of living for its residents by reducing commute times to work, providing immediate access to recreational trails and walking distance to downtown services.

Purpose and Intent

This Specific Plan describes the proposed land uses, infrastructure improvements, development standards, design guidelines and implementation requirements for the Specific Plan.

Objectives

- 1) Provide affordable housing for residences living and working on the Monterey Peninsula.
- 2) Provide residences with a high quality of living space with on-site amenities.
- 3) Promote alternate modes of transportation by providing convenient access to bus routes, downtown shopping and recreational trails.
- 4) Contribute to the aesthetic improvement within the downtown vitalization area.

Legal Authority

The authority to prepare and adopt specific plans and the requirements for its contents are set forth in the California Government Code, Sections 65450 through 65457. The Beach Town Homes Specific Plan is adopted by resolution. It is required that all subsequent projects to be developed on the subject parcel at 3033-3039 Marina Drive be consistent with this Specific Plan.

California Government Code Section 65451 defines the requirements of a specific plan as follows:

A specific plan shall include a text and a diagram or diagrams which specify all of the following in detail:

- 1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the specific plan.
- 2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land use described in the plan.
- 3) Standards and criteria by which development will proceed, and standards for the conservation, development, utilization of natural resources where applicable.

- 4) A program of implementation measures, including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs 1), 2) and 3).
- 5) The specific plan shall include a statement of the relationship of the specific plan to the General Plan.

Severability

If any section, subsection, sentence, cause, phrase or portion of this specific plan, or any future amendments or additions hereto, is for any reason found to be invalid or unconstitutional by the decision of the court of competent jurisdiction, such decision shall not affect the validity of the remainder of this specific plan document or any future amendments or additions hereto. The City hereby declares that it would have adopted these requirements and each sentence, subsection, clause, phrase or portion or any future amendments or additions thereto may be declared invalid or unconstitutional.

Statement of Relationship of the Specific Plan with the General Plan

As required by law, the Specific Plan shall be consistent with the City of Marina General Plan. The goals, policies, and objectives of the General Plan apply within the Specific Plan. This Specific Plan implements the City of Marina General Plan Community Goals by providing specific direction to reflect conditions unique at the site by:

- 1) Diversifying the Marina housing stock by providing housing to all economic levels, ages and lifestyles (Goal 1.18.1)
- 2) Providing housing in close proximity to frequent, cost-effective transit services (Goal 1.18.3)
- 3) Creating housing that can, due to its location on the Monterey Bay Scenic Recreational Trail, attract pedestrians to easily walk to shops, businesses and community facilities (Goal 1.18.5)
- 4) Providing intensification of housing stock in the downtown vitalization area, thus making more efficient use of land (Goal 1.18.7)
- 5) Providing a visually distinguishable architecture and landscape design that reinforces a sense of place and identity for Marina (Goals 1.18.8 and 1.18.15).

This Specific Plan implements the City of Marina General Plan Primary Policies by providing specific direction to reflect conditions unique at the site by:

- 1) Preventing underutilization of land within the City Urban Growth Boundary and encouraging new development to locate within the existing developed portion of Marina (Primary Policy 2.4.2)
- 2) Promoting infill within an existing neighborhood to help ensure the longer-term feasibility of public transit for work and other purposes, and helping to create a pedestrian-oriented community (Primary Policy 2.4.5)
- 3) Providing greater housing choice and diversity (Primary Policy 2.4.8)

The Community Land Use Element provides further elaboration as to how the Community Goals would be achieved and the Primary Policies implemented. The Beach Townhomes Specific Plan presents an opportunity for the City's housing stock to be enhanced at appropriate densities and in a location that is well served by all modes of transportation and accessible to City services and amenities.

Chapter 2

Context and Setting

Existing and Surrounding Land Uses

The current specific area parcel is improved with three structures consisting of a six unit structure, a single family home, a duplex and two garages. The house was built in 1951 and the duplex was built in 1959. Neither structure is historically significant. The site is located at the end of the Marina Drive cul-de-sac at the southerly end of the street. There are no other structures on any parcels contiguous with this lot. The nearest property is a four-plex unit at the north-westerly corner of Marina Drive and San Pablo Court. There is a condominium development at the end of the cul-de-sac on San Pablo Court.

The property is designated Single Family Residential on the General Plan Land Use Map and is proposed to be re-designated Multiple Family Residential. The Zoning District is Multiple Family Residential (R-4). Upon adoption of the Specific Plan the site would be rezoned to Specific Plan Zone. The project is located in the Downtown Vitalization Area.

Environmental Setting and Constraints

The Specific Plan area is located within an improved urban setting with paved roads on two sides of the property. The property is relatively flat with the Highway 1 upslope immediately to the west. The site is relatively barren due to the nature of the existing development. There are currently 13 trees on site (1- 8”diameter Monterey cypress, 11 myoporum trees and one acacia tree). The cypress and approximately five of the myoporum trees will be retained and the remainder of trees will be replaced with according to the approved landscape plan.

A portion of the property is located within the 100 year flood plain. All of the new structures will be built above the 100 year flood plain elevation.

Existing Infrastructure and Public Service

Palm Avenue and Marina Drive provide the primary access to the Specific Plan area. Palm Avenue is partially improved with some sidewalks. Marina Drive is a two lane road with no sidewalks. San Pablo Court is paved along the property frontage.

Bus stop locations are at Palm Avenue and Del Monte Avenue. The Monterey Bay Scenic Recreational Trail path is located across the railroad tracks directly east of the Specific Plan area. Bike racks and a bicycle storage shed will be located on the property to encourage use and reduce vehicular traffic. Proximity to the Palm Avenue bus stop will also help to reduce vehicular traffic.

Water Service and Water Allocation

Marina Coast Water District (MCWD) currently provides water service to the 9 units occupying the site. Discussions with MCWD staff indicate that the agency will provide the necessary water to accommodate the proposed Specific Plan.

Wastewater Collection

Marina Coast Water District (MCWD) currently provides sewer service to the 9 units occupying the site. Discussions with MCWD staff indicate that the agency will provide the necessary sewer service to accommodate the proposed Specific Plan area.

Storm Water and Drainage

There is a City of Marina Storm Retention Basin immediately to the west of the Specific Plan area. A 12' wide storm drain easement runs through a portion of the Specific Plan area. There is a City percolation well at the corner of Marina Drive and San Pablo Court. City policy requires that all on-site storm water shall remain on-site. Therefore, infiltration basins will be constructed within the Specific Plan area to accommodate this requirement.

Gas and Electricity

Gas and electricity will be provided by Pacific Gas and Electric Company. There are existing overhead power lines and underground gas lines along both San Pablo Court and Marina Drive.

Police and Fire

The Marina Police and Fire Departments are located at 211 Hillcrest Avenue. Response times are minimal due to the close proximity to the Specific Plan area.

Telephone and Data Service

AT&T and Comcast service are available on the overhead lines at the Specific Plan area. The property owners do not currently allow satellite service if equipment is visible from the adjacent streets.

Chapter 3

Development Standards and Design Guidelines

Land Use and Development Plan

The requirements of this chapter replace the requirements of the Marina Municipal Code, Title 17, Zoning, for the Specific Plan area.

Designating the property as Multi-Family Residential on the General Plan Land Use Map and the adoption of the Beach Town Home Specific Plan allows for the establishment of residential land uses and development standards tailored for downtown Marina.

The direction and regulation provided in the Specific Plan shall supersede the Municipal Code. Where direction or regulation is not provided by the specific plan, provisions of the General Plan and Municipal Code shall apply.

Land Use and Development Goals

The proposed development is located at 3033-3039 Marina Drive. The development consists of 18 townhome apartments, 38 parking spaces and an existing 6-unit apartment building. Associated support facilities include an on-site manager's office, laundry room and maintenance room. The proposed townhome units will be "nested" within the site as much as possible in order to minimize the noise impact from the adjacent freeway.

Required Entitlements

The proposed project will require City approval of the following entitlements prior to commencement of grading or construction:

- 1) General Plan Land Use Map amendment to change the use designation of the project site from Single Family Residential to Multiple Family Residential.
- 2) Adoption of a Specific Plan as required by General Plan Policy 2.63.51 whereby "...prior to approval of any development other than temporary projects/uses or projects already entitled to be built, a specific plan shall be prepared which legally establishes development, design and infrastructure requirements in accordance with General Plan principles and policies" subject to adoption of the Downtown Vitalization Specific Plan.
- 3) Site and Architectural Design Review for the project site, elevations, landscaping, irrigation, lighting and fencing plans, and design of the proposed apartment complex.
- 4) Approval of a Tree Removal Permit for the removal of seven trees.

Chapter 4 Development Standards and Design Guidelines

The Plan Set is attached to and incorporated as an integral part of the Beach Town Home Specific Plan (**APPENDIX**).

The design of the Beach Town Home Apartments incorporates the following development standards and design guidelines (**FIGURE 3**).

**FIGURE 3.
Beach Town Home Development Standards**

Development Standards	Specifics
Land Use Designation Zoning District	Multiple Family Residential (apartments) Specific Plan Zone
Setback	19' from northerly lot line 6' from southerly lot line 7' along westerly lot line 10' from easterly lot line
Building Height	Maximum height 45' or 3 stories
Open Space	Common and private open space equals 10,037 sq. ft. which equals 436 sq. ft. per unit. Private patios, balconies and decks 164 sq. ft. per unit. Additional common open space 6,263 sq. ft.
Siting	7 townhomes/2 apartments paralleling the westerly property line, 3 townhomes paralleling the easterly property line, 6 townhomes along the southerly property line and an existing 6-plex building at the northeast portion of the property. 24 residential units total including 18 new townhomes and an existing 6-plex.
Lighting	Post-mounted acorn lighting fixtures; 25 watt compact fluorescent light lamp, 12 foot pole; US Architectural Lighting model LAE2-17 or equal Post or wall mounted U.S. Architectural Lighting fixtures including Galaxy 100; 175 watt max lamp; models GLX-100 or GLXM-100 or equal Up-light fixture; halogen lamp; FX Luminaries models MU-35(trees) and WL35(shrubs); weathered iron color; or similar model

Parking	2 spaces located adjacent to building entrance designated ADA compliant 9'x19' standard parking stall 9'x17.5' with sidewalk or concrete curb Driveway minimum 16' width, driveway aisles minimum 24' in parking areas 38 spaces provided
---------	---

Design Guidelines

1) Door and Windows

- a. Multi-paned windows with decorative geometric patterns
- b. Rhythm of 3 to 5 consecutive windows
- c. Prominent horizontal paned windows
- d. Brightly colored windows and doors

2) Colors and Materials

- a. Bright accent colors
- b. Natural materials and colors

3) Landscape Plan

- a. Applicant shall submit a landscape plan for approval prior to the issuance of building permits. Plan shall be consistent with the conceptual Landscape Plan included in the Specific Plan. Drought tolerant and deciduous landscape options shall be used when possible to promote efficiency.
- b. Prior to the issuance of building permits the applicant shall submit an Irrigation Plan for review and approval by the Community Development Director.

4) Parking Location, Design, and Treatment

- a. Parking areas and circulation systems will be convenient and easily maneuverable by motorists and pedestrians.
- b. Parking areas will be landscaped to minimize glare and negative visual impact associated with large areas of paving.
- c. Parking areas will provide bicycle and motorcycle parking.
- d. Parking areas will include landscaping, lighting and adequate pedestrian circulation.

5) Signs

- a. Sign locations and specifications are not part of this application and will require a separate application for review by the Site and Architectural Design Review Board. It is anticipated that an entrance sign will be located at the front of the parking lot. Its design and materials will be in harmony with the overall building design, shall be a maximum of 30 square feet and include the street address.

6) Trash and Recycling Enclosures

- a. Trash and recycling enclosures will be carefully designed, located and integrated into the site plan. Design and materials will complement overall building design.

7) Lighting

- a. Lighting levels will be sufficient for the safety of residents and visitors but shall not spill onto adjacent properties. Lighting shall be florescent area lights with 12' poles providing sufficient illumination so that a human face is recognizable at 20'.
- b. Lighting should not directly illuminate off-site or shine in on-site windows, balconies, or other private areas. Low- mounted fixtures are preferred for lighting pedestrian circulation. Wall mounted fixtures should not cast light off-site. Up lighting should not be used.
- c. Illumination levels at the ground in public and common areas should average less than 3 foot candles with an average of 5 foot candles.
- d. Motion activated lighting is strongly encouraged wherever its use is feasible to conserve energy consumption and reduce night sky light pollution.
- e. Prior to issuance of building permits the applicant shall submit a Photometric Plan and lighting specifications for review and approval by the Community Development Director.

8) Walls and Fences

- a. Walls and fences will be designed with materials and finishes that complement project architecture and will be planted with vines, shrubs, and /or trees.
- b. All fences and walls required for screening purposes should be six feet tall and solid material. A combination of low walls and landscaping should be used to screen unsightly elements of the project.

9) Streetscape Guidelines

- a. The Draft Downtown Vitalization Specific Plan recommends that downtown streetscapes should encourage pedestrian activity and movement through the area. Developer shall provide curb, gutter and sidewalk along the property frontage to meet this requirement.

10) Architecture and Materials

- a. All new buildings shall incorporate sustainable building design and meet Build It Green, Green point Label certification criteria, to the maximum extent feasible.
- b. Buildings shall be articulated to break up the massing by recessing a portion of the façade and providing projecting elements (e.g., overhangs, porches, gable roof ends.)
- c. Buildings shall be developed consistent with the Exterior Elevations included in this document.

Chapter 4

Specific Plan Administration and Implementation

Implementation of this Specific Plan is carried out primarily through the submittal of non-discretionary (ministerial) applications, such as building permit applications.

The City of Marina Community Development Department is responsible for the administration, implementation and enforcement of the Specific Plan.

Concurrent with the adoption of the Specific Plan, the City shall amend the City's General Plan to ensure consistency with the land use described in this Specific Plan. Adoption of this Specific Plan is by resolution of the City Council.

In addition to the General Plan amendment, and fulfillment of any Conditions of Approval established by the City Council, the following permits and applications are required to implement the Specific Plan:

- 1) Improvement Plans
- 2) Submittal of all materials as necessary to obtain Grading and Building Permits
- 3) Payment of all required Public Facilities Impact Fees and other applicable fees.

All applicable state and federal standards and codes apply to this Specific Plan. All codes and standards of the City of Marina, with the exception of those standards contained herein, also apply. Infrastructure improvements shall be constructed concurrently with the site development.

Minor Adjustments

The City of Marina recognizes that the ultimate project may include minor square footage adjustments to buildings. Any such adjustment, as presented in subsequent development applications, shall be accompanied by a statistical summary that clearly describes the changes proposed. Such minor adjustments to the Specific Plan can be made to the Specific Plan without a formal Specific Plan Amendment.

All Site and Architectural Design Review amendments are minor adjustments and do not require review by the City Council. Rather, the Community Development Director shall confer with the Chair of the Site and Architectural Design Review Board to determine whether the amendment can be approved administratively or whether the proposal needs to go before the Site and Architectural Design Review Board.

Nonconforming uses of the Zoning Ordinance shall be used for any nonconforming uses and buildings within the Specific Plan area. Land uses and structures existing as of the

adoption date of this Specific Plan may continue to remain in accordance with Chapter 17.52.

The City of Marina Community Development Department is responsible for the administration, implementation and enforcement of the Specific Plan. All amendments shall be determined by the City of Marina Community Development Director.

Financing

The Beach Town Home Apartments will be privately financed. Estimated rents are \$1,500/month for a two-bedroom townhome. There will be 16 two bedroom/1.5 bath townhomes and two- one bedroom/1 bath apartments. In addition, there are six- two bedroom/one bath existing apartment units.

APPENDIX
EXHIBITS AND PLAN SET

View from Del Monte Avenue Freeway Off Ramp



North Elevation (existing 6 plex on left; new townhomes on right)

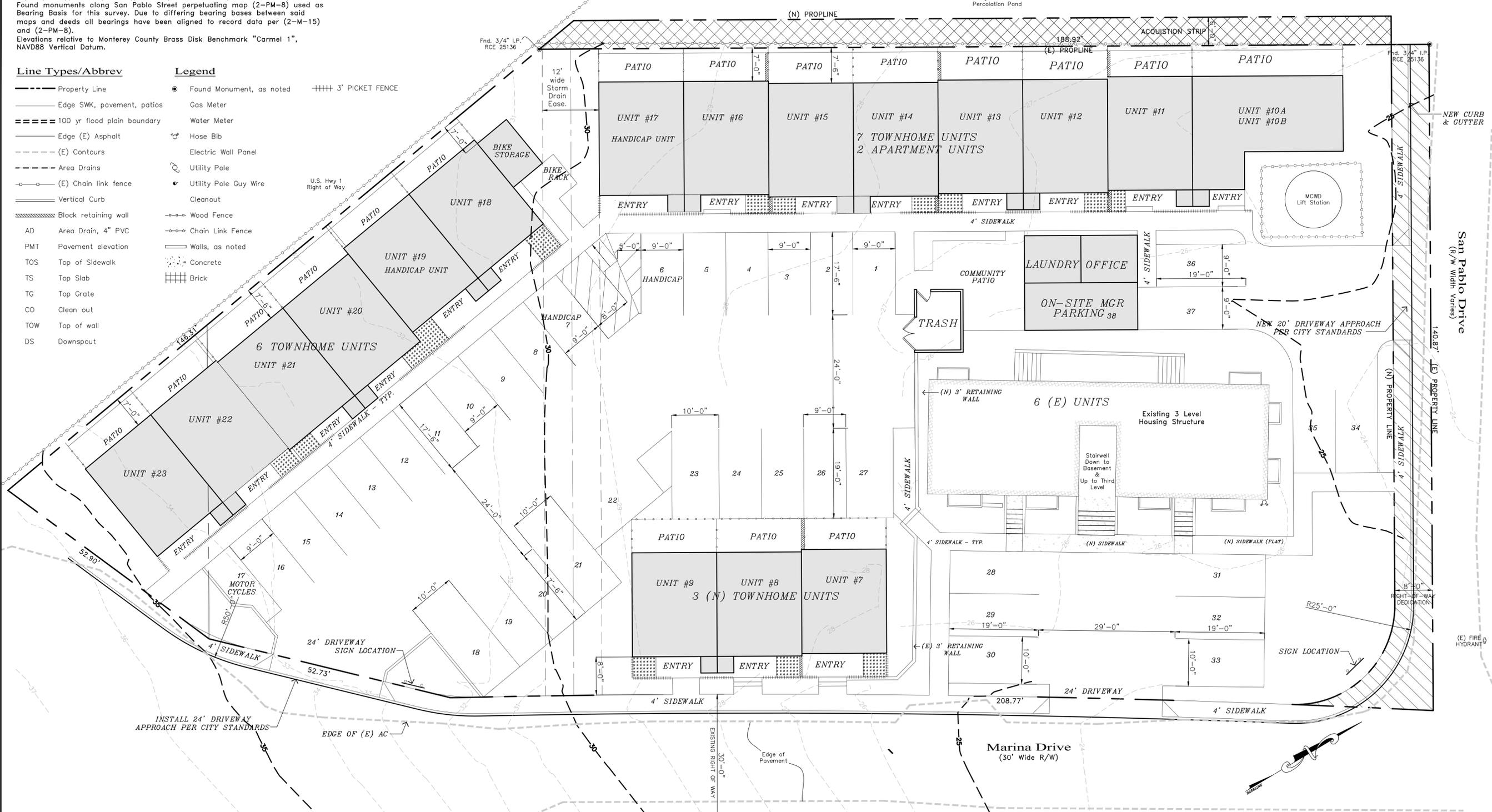


View From Freeway



Highways Map/Monterey County/Route 1/Mile Post 85.5/Sheet 2 of 14).
 Found monuments along San Pablo Street perpetuating map (2-PM-8) used as
 Bearing Basis for this survey. Due to differing bearing bases between said
 maps and deeds all bearings have been aligned to record data per (2-M-15)
 and (2-PM-8).
 Elevations relative to Monterey County Brass Disk Benchmark "Carmel 1",
 NAVD88 Vertical Datum.

- Line Types/Abbrev**
- Property Line
 - Edge SWK, pavement, patios
 - === 100 yr flood plain boundary
 - Edge (E) Asphalt
 - (E) Contours
 - Area Drains
 - (E) Chain link fence
 - Vertical Curb
 - Block retaining wall
 - AD Area Drain, 4" PVC
 - PMT Pavement elevation
 - TOS Top of Sidewalk
 - TS Top Slab
 - TG Top Grate
 - CO Clean out
 - TOW Top of wall
 - DS Downspout
- Legend**
- Found Monument, as noted
 - Gas Meter
 - Water Meter
 - Hose Bib
 - Electric Wall Panel
 - Utility Pole
 - Utility Pole Guy Wire
 - Cleanout
 - Wood Fence
 - Chain Link Fence
 - Walls, as noted
 - Concrete
 - Brick
 - 3' PICKET FENCE



PROJECT DATA

OWNERS: SCOTT & DIANE GREEN
 25613 SHAFTER WAY
 CARMEL, CA 93923

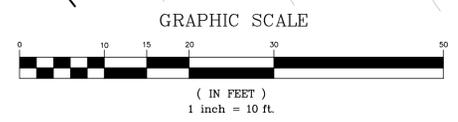
PROJECT SCOPE: 23 UNIT APARTMENT COMPLEX INCLUDING
 17 (N) TOWNHOMES AND
 AN (E)6-PLEX APARTMENT BUILDING

SITE AREA: 34,848 SF

BUILDING TYPE:	COVERAGE	%
(E) 6-PLEX	1,728 SF	
(E) LAUNDRY/OFFICE	480 SF	
17(N) TOWNHOMES	7,236 SF	
TOTALS	9,444 SF	27%

OPEN SPACE REQUIREMENTS

TOTAL REQUIRED: (23) 2 BR (400 SF) = 9200 SF	PRIVATE OPEN SPACE REQUIRED:
TOTALS = 9200 SF	LOWER UNIT: 80 SF (19) = 1520 SF
	2ND STORY UNIT: 40 SF (4) = 160 SF
	TOTALS = 1680 SF
PROVIDED:	ADDITIONAL OPEN SPACE PROVIDED:
PRIVATE PATIOS	FRONT = 3090 SF
PATIOS/ 17(11x18) = 3366 SF	SIDE = 723 SF
(E) PATIO 6X24 = 144 SF	REAR = 753 SF
(E) DECK 4X40+104 = 264 SF	INTERNAL = 1697 SF
TOTALS = 3774 SF	TOTALS = 6263 SF
	PRIVATE & COMMON OPEN SPACE PROVIDED
	3774 + 6263 = 10,037 SF



PARKING REQUIREMENTS

PROVIDED: 35 TOTAL SPACES

DRAWING SCHEDULE

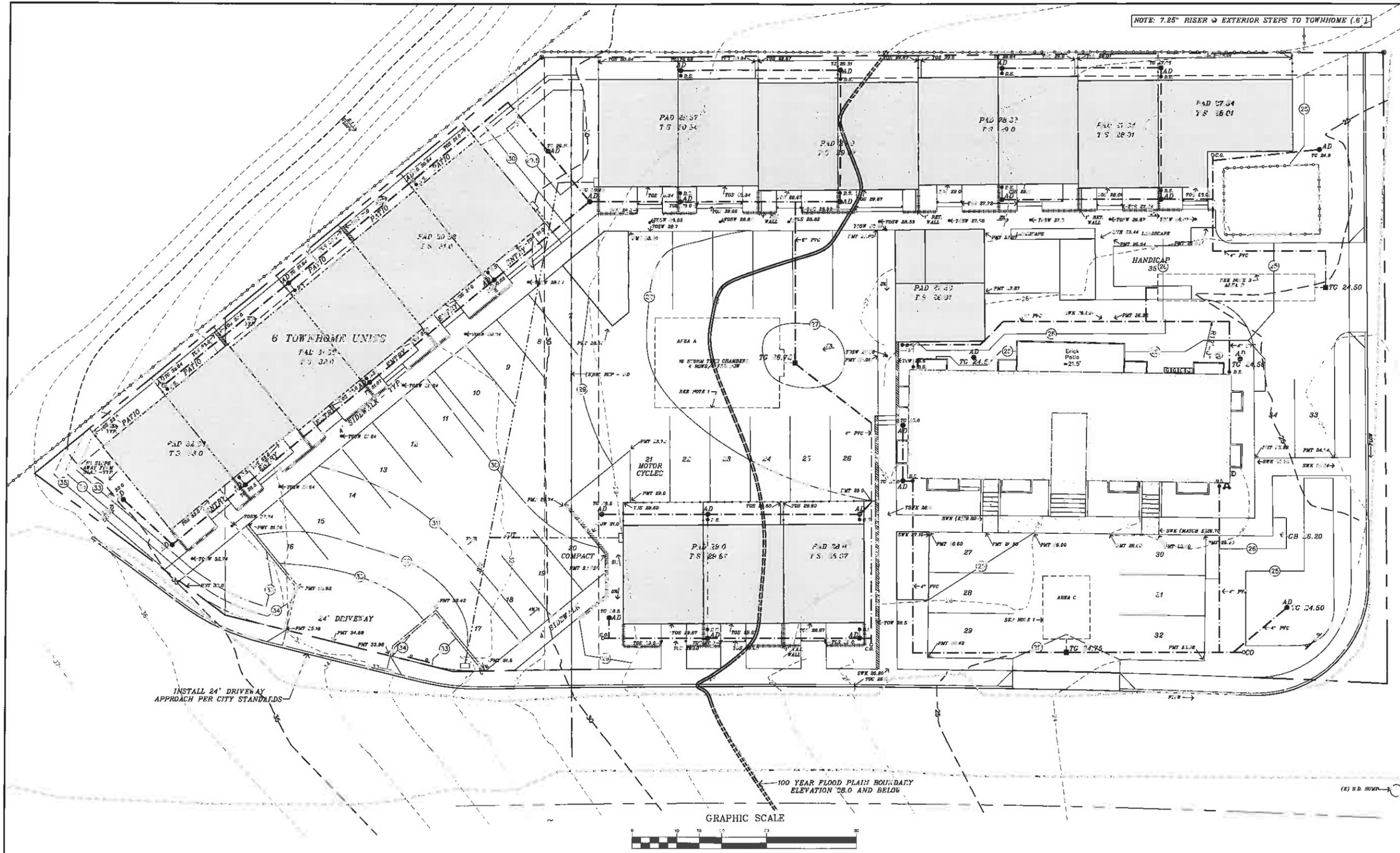
- A-1 SITE PLAN
- A-2 GRADING PLAN
- A-3 DEMOLITION PLAN
- A-4 EXTERIOR ELEVATIONS
- A-5 EXTERIOR ELEVATIONS
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN

BEACH TOWN HOME APARTMENTS
 3033 Marina Drive, Marina, Ca
 APN 033-172-002

GREEN ENGINEERING
 A Residential Development Company
 25613 Shafter Way Carmel, CA 93923
 831-915-2501

DRAWN BY: SCOTT GREEN
 APPROVED BY: _____
 REVISION: _____
 SCALE: 1" = 10'
 DATE: 10/1/2015

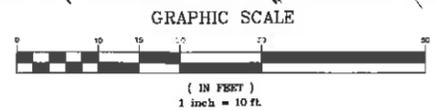
SITE PLAN
 SHEET A-1
 OF
 7 SHEETS



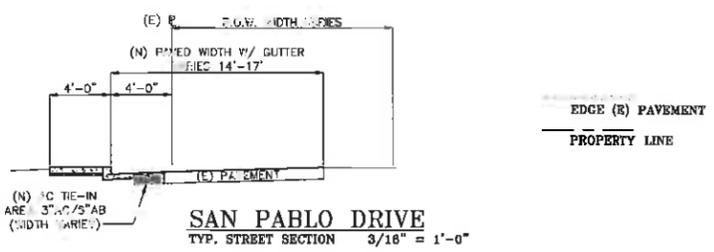
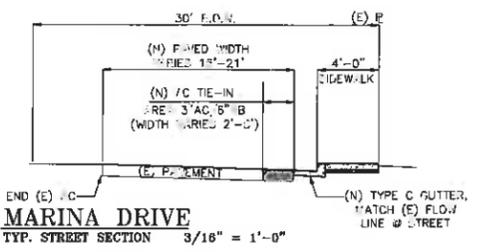
NOTE: 7.25" RISER @ EXTERIOR STEPS TO TOWNHOME (.6')

INSTALL 24' DRIVEWAY APPROACH PER CITY STANDARDS

100 YEAR FLOOD PLAIN BOUNDARY ELEVATION 28.0 AND BELOW



- NOTE:
1. INSTALL CHRISTY U215 CATCH BASIN AND 16 STORM TECH SC-740 CHIMNEYS TOTAL IN 4 ROWS OF 4 EACH PER STANDARD CROSS SECTION DETAIL AND FIGURE B 2.16 OF STORM TECH DESIGN MANUAL.
 2. INSTALL CHRISTY U215 CATCH BASIN AND 4 STORM TECH SC-740 CHIMNEYS TOTAL IN 2 ROWS OF 2 EACH PER STANDARD CROSS SECTION DETAIL AND FIGURE B 2.16 OF STORM TECH DESIGN MANUAL.
 3. INSTALL CHRISTY U215 CATCH BASIN AND 5 STORM TECH SC-740 CHIMNEYS PER STANDARD CROSS SECTION DETAIL & FIGURE B 2.16 OF STORM TECH DESIGN MANUAL.



GREEN ENGINEERING
 A Residential Development Company
 25613 Shafter Way Carmel, CA 93923
 831-915-2501

DRAWN BY: SCOTT GREEN
 APPROVED BY:
 REVISION:
 SCALE: 1" = 10'
 DATE: 10/21/2014

BEACH TOWN HOME APARTMENTS
 3033 Marina Drive, Marina, Ca
 APN 033-172-002

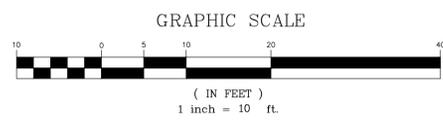
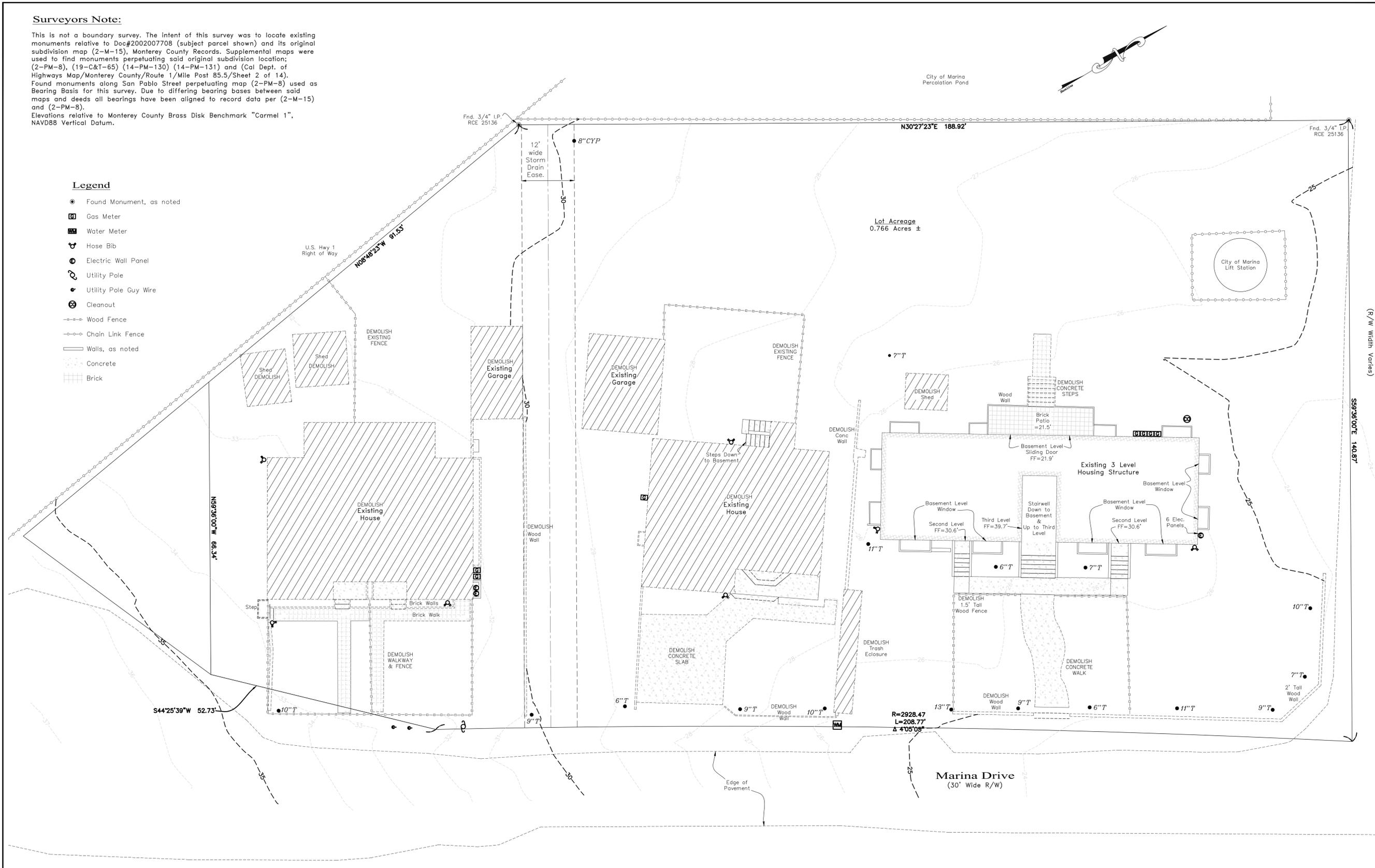
DRAINAGE/GRADING PLAN

Surveyors Note:

This is not a boundary survey. The intent of this survey was to locate existing monuments relative to Doc#2002007708 (subject parcel shown) and its original subdivision map (2-M-15), Monterey County Records. Supplemental maps were used to find monuments perpetuating said original subdivision locations (2-PM-8), (19-C&T-65) (14-PM-130) (14-PM-131) and (Cal Dept. of Highways Map/Monterey County/Route 1/Mile Post 85.5/Sheet 2 of 14). Found monuments along San Pablo Street perpetuating map (2-PM-8) used as Bearing Basis for this survey. Due to differing bearing bases between said maps and deeds all bearings have been aligned to record data per (2-M-15) and (2-PM-8). Elevations relative to Monterey County Brass Disk Benchmark "Carmel 1", NAVD88 Vertical Datum.

Legend

- Found Monument, as noted
- ⊠ Gas Meter
- ⊠ Water Meter
- ⊠ Hose Bib
- ⊠ Electric Wall Panel
- ⊠ Utility Pole
- ⊠ Utility Pole Guy Wire
- ⊠ Cleanout
- Wood Fence
- Chain Link Fence
- Walls, as noted
- Concrete
- Brick



San Pablo Drive
(R/W Width Varies)

GREEN ENGINEERING
A Residential Development Company
25613 Shafter Way Carmel, CA 93923
831-915-2501

DRAWN BY : _____
APPROVED BY : _____
REVISION : _____
SCALE : 1" = 10'
DATE : 10/21/2014

BEACH TOWN HOME APARTMENTS
3033 Marina Drive, Marina, Ca
APN 033-172-002

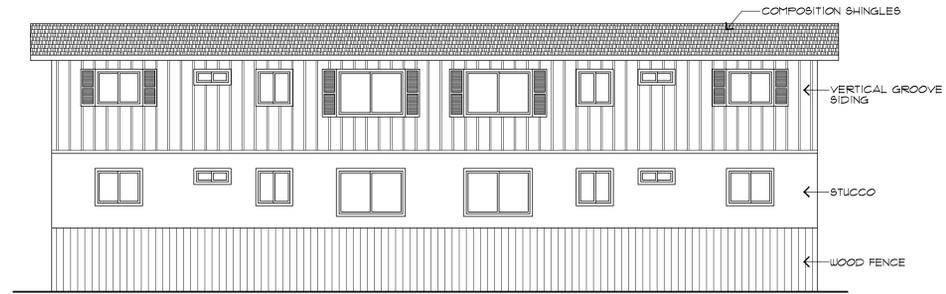
DEMOLITION PLAN



SOUTHEAST
1/8" = 1'-0"



SOUTHWEST
1/8" = 1'-0"



NORTHWEST
1/8" = 1'-0"



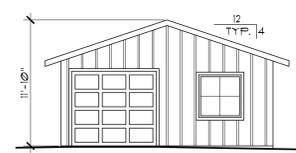
NORTHEAST
1/8" = 1'-0"

EXISTING APARTMENT BUILDING

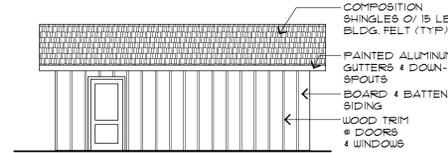
PAINT MANUFACTURER: SHERWIN WILLIAMS

UNITS 10-11, 22-23	BODY	EASTLAKE GOLD	SUW0003
	TRIM	DECOROUS AMBER	SUW0001
	ACCENT	MULBERRY SILK	SUW0001
UNITS 7, 14-15, 20-21	BODY	WOOL SKEIN	SUW6148
	TRIM	HARDWARE	SUW6172
	ACCENT	FIRE BRICK	SUW6335
UNITS 8-9, 12-13, 18-19	BODY	WICKERWORK	SUW0010
	TRIM	TOASTY	SUW6095
	ACCENT	VOGUE GREEN	SUW0065
UNITS 16-17	BODY	PEACOCK FLUME	SUW0020
	TRIM	CLASSIC SAND	SUW0056
	ACCENT	PEPPERCORN	SUW614

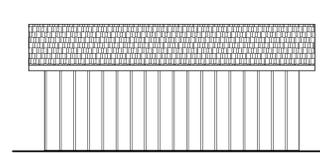
ROOFING: COMPOSITION SHINGLES BY OWENS CORNING (SLATE GREY)



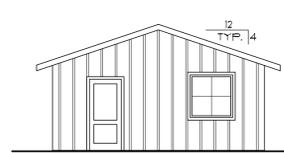
SOUTHWEST
1/8" = 1'-0"



SOUTHEAST
1/8" = 1'-0"

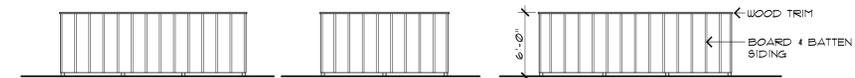


NORTHWEST
1/8" = 1'-0"



NORTHEAST
1/8" = 1'-0"

LAUNDRY BUILDING

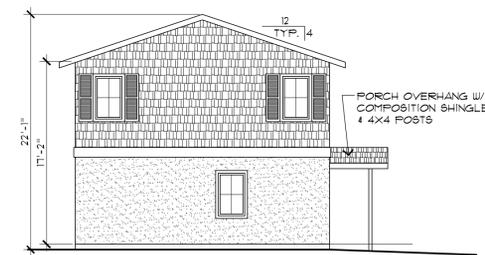


TRASH ENCLOSURE



EAST
1/8" = 1'-0"

WEST
1/8" = 1'-0"



SOUTH
1/8" = 1'-0"



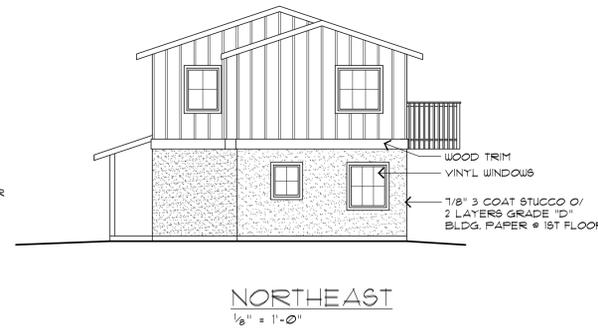
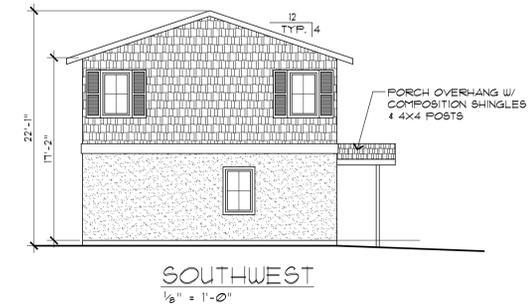
NORTH
1/8" = 1'-0"

6 TOWNHOUSE UNIT

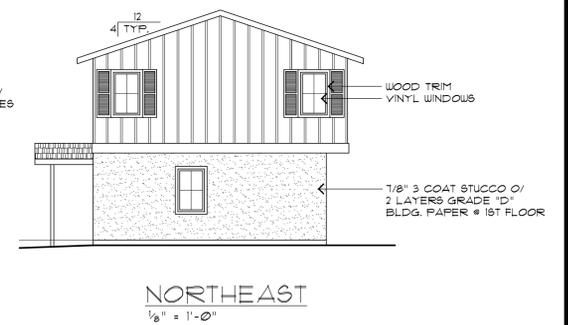
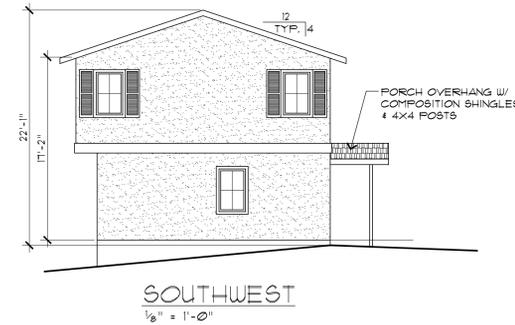
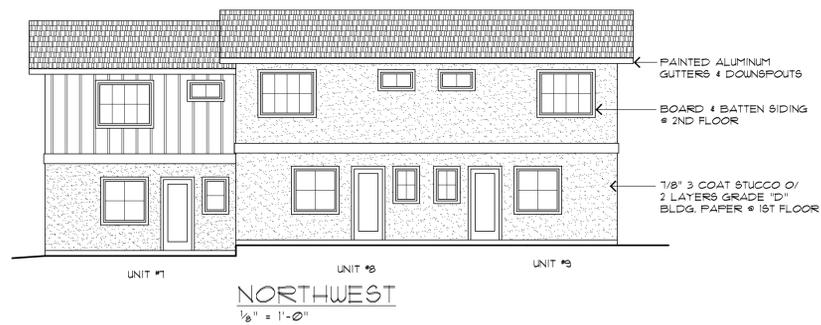
DRAWN BY: SCOTT GREEN
 APPROVED BY: _____
 REVISION: 1/8" = 1'-0"
 SCALE: 2/6/2015
 DATE: _____

GREEN ENGINEERING
 A Residential Development Company
 25613 Shafter Way Carmel, CA 93923
 831-915-2501

BEACH TOWN HOME APARTMENTS
 3033 Marina Drive, Marina, Ca
 APN 033-172-002
EXTERIOR ELEVATIONS



8 TOWNHOUSE UNIT

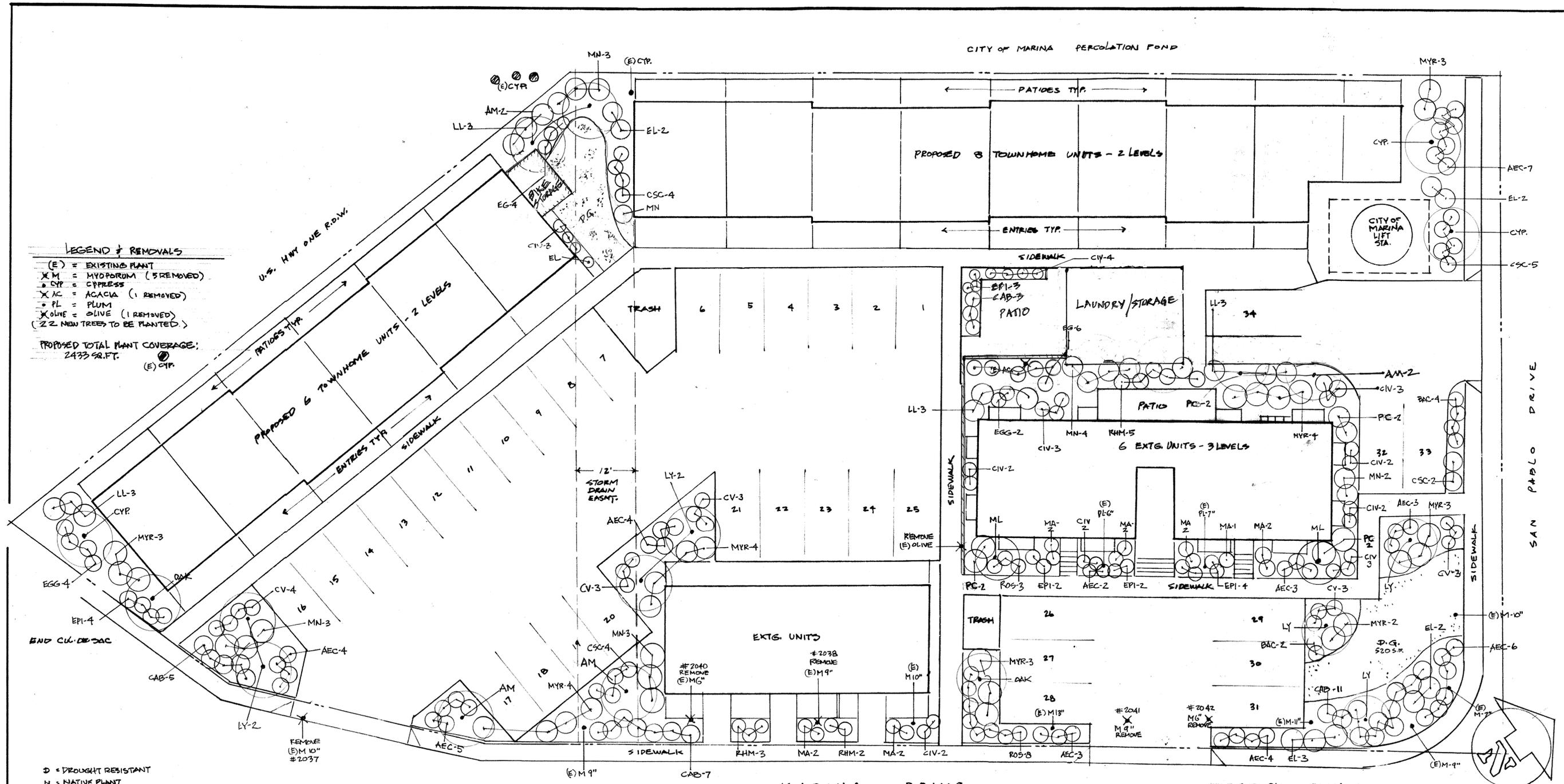


3 TOWNHOUSE UNIT

PAINT MANUFACTURER: SHERWIN WILLIAMS

UNITS 10-11, 22-23	BODY	EASTLAKE GOLD	8W0003
	TRIM	DECOROUS AMBER	8W0007
	ACCENT	MULBERRY SILK	8W0001
UNITS 7, 14-15, 20-21	BODY	WOOL SKEIN	8W6148
	TRIM	HARDWARE	8W6112
	ACCENT	FIRE BRICK	8W6335
UNITS 8-9, 12-13, 18-19	BODY	WICKERWORK	8W0010
	TRIM	TOASTY	8W6035
	ACCENT	VOGUE GREEN	8W0065
UNITS 16-17	BODY	PEACOCK PLUME	8W0020
	TRIM	CLASSIC SAND	8W0056
	ACCENT	PEPPERCORN	8W1614

ROOFING: COMPOSITION SHINGLES BY OWENS CORNING (SLATE GREY)



LEGEND & REMOVALS

(E) = EXISTING PLANT
 X M = MYOPORUM (5 REMOVED)
 X CYP = CYPRESS
 X AC = ACACIA (1 REMOVED)
 PL = PLUM
 X OLIVE = OLIVE (1 REMOVED)
 (ZZ NEW TREES TO BE PLANTED)

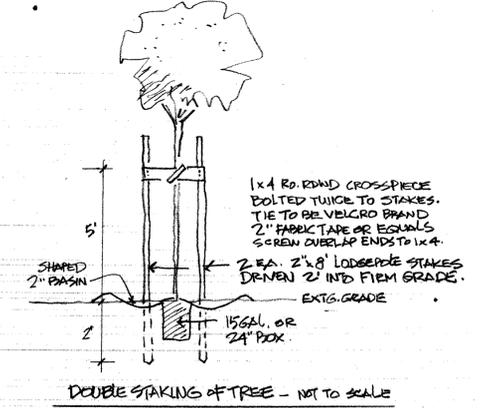
PROPOSED TOTAL PLANT COVERAGE:
 2433 SQ. FT.
 (E) CYP

PLANT MATERIALS LIST

ABBREV	BOTANIC NAME	COMMON NAME	QTY	SIZE
TREES: D	AM	ARJUTUS 'MARINA'	8	24" BK
N	CYP	CUPRESSUS MACROCARPUS	3	15G
N	LY	LYONOTHAMNUS FLORIBUNDUS	7	15G
D	ML	MELALEUCA LEUCADENDRON	2	15G
N	OAK	QUERCUS AGRIIFOLIA	2	15G
SHRUBS: N	AEC	ARCTOSTAPHYLOS 'EMERALD CARPET'	41	1G
N	BAC	BACCHARIS P. 'TWIN PEAKS'	6	1G
N	CIV	CORREA 'IVORY BELLS'	26	5G
D	CSC	CISTUS 'SANTA CRUZ'	15	5G
N	CAB	CEANOTHUS 'ANCHOR BAY'	28	1G
N	EG	ERIGERON GLAUCUS	10	1G
N	EGG	ERIGONUM GIGANTEA	6	1G
N	EL	ELAEAGNUS PUNGENS	10	5G
N	EPI	EPILOBIUM CANUM	15	5G
N	LL	LEPTOSPERMUM LAEVI GATUM	12	5G
N	MA	MYRSINE AFRICANUS	9	5G
N	MN	MELALEUCA DECUSSATA	20	5G
N	MYR	MYRTICA CALIFORNICA	26	5G
N	PC	PITTOSPORUM CIRASSIFOLIUM	10	5G
N	RHM	RHAMNUS CALIFORNICA 'EVE CASE'	8	5G
N	ROS	ROSMARINUS O. PROSTRATUS	11	1G
N	CV	CISTUS VILLOSUS PROSTRATUS	16	1G

- PLANTING NOTES:**
- THE LANDSCAPE CONTRACTOR SHALL CONTACT THE LANDSC. ARCHT. FOR ANY VARIATIONS FROM THIS PLAN, I.E. PLANT SUBSTITUTIONS BECAUSE OF UNAVAILABILITY. ALSO BE FAMILIAR WITH THE CONDITIONS OF APPROVAL BY THE CITY OF MARINA.
 - GIVE LANDSC. ARCHT. 2 DAYS BEFORE PLANT DELIVERY FOR HIS APPROVAL OF MATERIALS AT THE SITE, AS WELL A TIME TO REVIEW THE PLANT SET-OUT PRIOR TO DIGGING HOLES.
 - DIG PLANT HOLES 2 TIMES THE DIAMETER OF THE CONTAINER AND 6" DEEPER. BACKFILL WITH 1 PART PLANTER MIX & 1 PART EXTS. SOIL.
 - FERTILIZE WITH SIMPLOT 15-15-15 W/ SULPHUR PER MFTS. RECOMMENDED RATE.
 - APPLY CEDAR CHIPS 2" DEEP THROUGHOUT THE ENTIRE PLANTED AREAS.
 - AREAS (2) TO RECEIVE DECOMPOSED GRANITE (D.G.) SHALL BE 3" DEEP AND CONTAINED WITH BROWN PLASTIC HEADER BOARD STAKED @ 4 FT. O.C.
 - A FINAL INSPECTION SHALL BE HELD WITH OWNER/CONTRACTOR, AGENT OF THE CITY OF MARINA AND THE LANDSCAPE ARCHITECT. A PUNCHLIST OF CORRECTIONS AS NECESSARY SHALL BE MADE BY THE LANDSCAP. ARCHT. AND A SITE REVIEW THEREAFTER.
 - MAINTENANCE OF THE LANDSCAPE SHALL BE PROVIDED, AT WHICH TIME THE PROJECT HAS BEEN ACCEPTED & APPROVED.

SITE PLAN 1" = 10' 0"
 A.P. # 033-ITE-002





Ceanothus 'Anchor Bay'



Santolina Chamecyparissus



Cistus 'Santa Cruz'



Elaeagnus Pungens



Limonium Perezii



Cistus Villosus Prostratus



Arctostaphylos 'Emerald Carpet'



Hebe Desillor



Erigeron Glaucus



Rosmarinus Officinalis



Pennisetum 'Rubrum'



Myrica California



Myrsine Africana



Melaleuca Mesophylla



Leptospermum Laevigatum



Rhamnus Alaternus



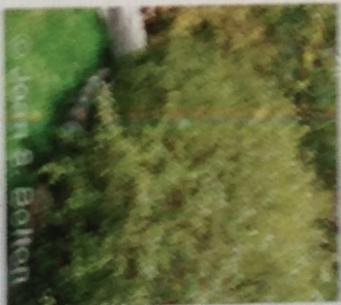
Lyrothamnos Floribunda



Arbutus 'Marina'



Dodonaea Atropurpurea



Pittosporum Robusta

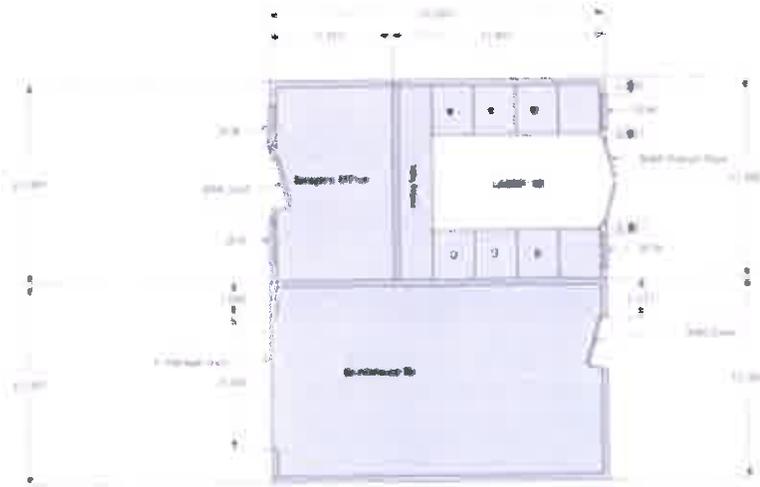


Melaleuca Leucadendron

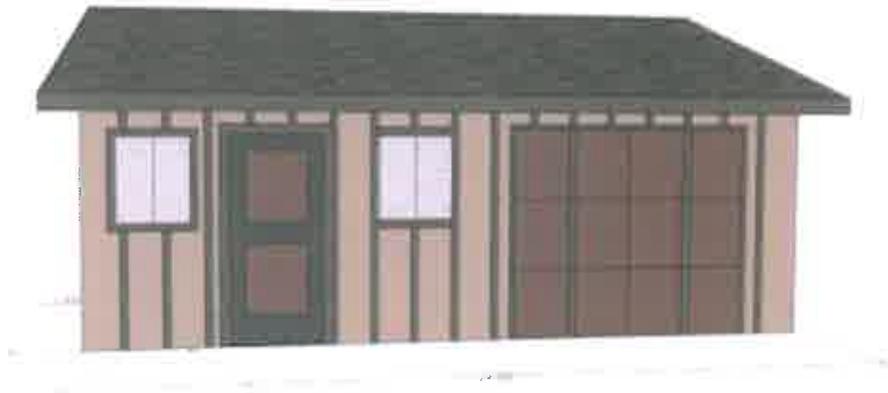


Metrosideros Excelsus

Color Key

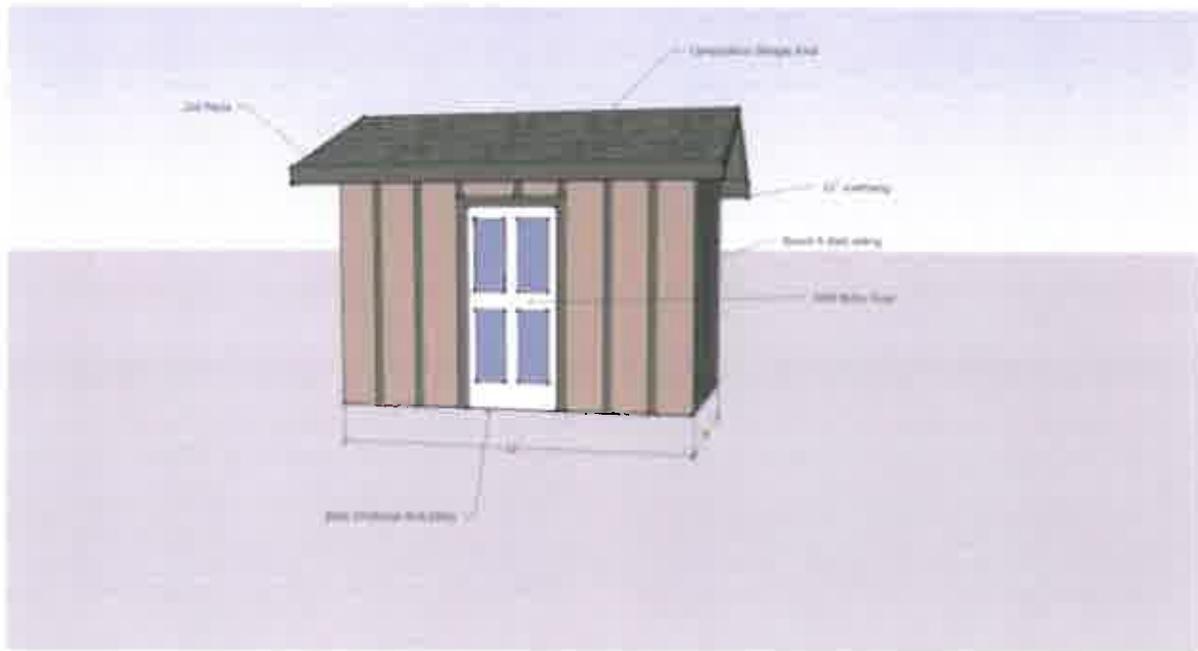


Laundry, Office / Maintenance Bldg



Laundry, Office / Maintenance Bldg

Laundry /Office/ Maintenance Bldg.



BIKE STORAGE BUILDING

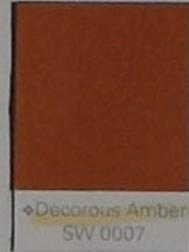
Beach Town Home Apartments
Color Board

Units 10-11, 22-23



◆ Eastlake Gold
SW 0009

Body



◆ Decorous Amber
SW 0007

Trim



◆ Mulberry Silk
SW 0001

Accent

Units 7, 14-15, 20-21



SW 6148
Wool Skin

Body



SW 6172
Hardware

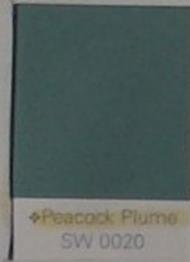
Trim



SW 6171
Redwood

Accent

Units 16-17



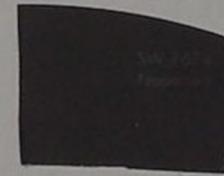
◆ Peacock Plume
SW 0020

Body



◆ Classic Sand
SW 0056

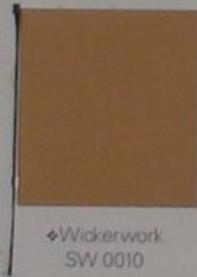
Trim



SW 6173
Espresso

Accent

Units 12-13, 18-19, 8-9



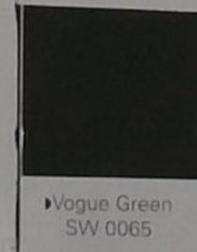
◆ Wickerwork
SW 0010

Body



SW 6093
Tuxedo

Trim



◆ Vogue Green
SW 0065

Accent



Batts (1x3)



Roofing (Owens Corning)
Slate Grey



Board Siding (T1-11)

**Beach Town Home Apartments
Exterior Colors**

Paint Manufacturer:	Sherwin Williams		
Units 22, 23	Body:	Eastlake Gold	SW0009
	Trim:	Decorous Amber	SW0007
	Accent:	Mulberry Silk	SW0001
Units 7, 11, 20, 21	Body:	Studio Blue Green	SW0047
	Body:	Classic Light Buff	SW0050
	Trim:	Porcelain	SW0053
	Accent:	Ruskin Room Green	SW0042
Units 12,13,18,19	Body:	Peacock Plume	SW0020
	Trim:	Mulberry Silk	SW0001
	Accent:	Eastlake Gold	SW0009
Units 16, 17	Body:	Decorous Amber	SW0007
	Trim:	Eastlake Gold	SW0009
	Accent:	Peacock Plume	SW0020
Units 8, 9,10,14,15	Body:	Ruskin Room Green	SW0042
	Trim:	Classis Light Buff	SW0050
	Accent:	Porcelain	SW0053
Units 12, 13	Body:	Peacock Plume	SW0020
	Trim:	Mulberry Silk	SW0001
	Accent:	Eastlake Gold	SW0009
Unit 11	Body:	Classic Light Buff	SW0050
	Body:	Studio Blue Green	SW0047
	Trim:	Porcelain	SW0053
	Accent:	Ruskin Room Green	SW0042

Roofing: Composition Shingles by Owens Corning (Slate Grey)

EXHIBIT D

**Tree Assessment
Beach Town Home Apartments
3033 Marina Way
Marina CA**

Prepared for:

Green Engineering

Prepared by:

**Frank Ono
Urban Forester
Society of American Foresters I.D. # 48004
Certified Arborist #536
1213 Miles Avenue
Pacific Grove, CA 93950**

July 11, 2014

Owner:

Green Engineering
Mr. Scott Green
25613 Shafter Way
Carmel, CA 93923

Architect:

William C. Mefford, Architect
williamcmefford.com
831-373-4567

Forester and Arborist

F.O. Consulting
Frank Ono, Society of American Foresters #48004, ISA Certified Arborist #536
1213 Miles Ave
Pacific Grove, CA 93950

SUMMARY

Site improvement is proposed requiring the removal or pruning of several existing trees on site for future development and increased parking. A tree assessment/arborist report has been prepared that identifies and addresses the affects that the project may have to the existing tree resources on site as well as a list of recommendations for the project as it relates to trees.

INTRODUCTION

The City of Marina requires the protection and management of its desirable trees to sustain and improve the urban forest. Because of that fact, this tree assessment/arborist report has been prepared for Scott Green, owner of the property located at 3033 Marina Drive Marina, CA by Frank Ono, Urban Forester and Certified Arborist (Society of American Foresters professional member #48004 and International Society of Arboriculture Certified Arborist #536) due to proposed construction and site improvements.

ASSIGNMENT/SCOPE OF PROJECT

To ensure protection of the urban forest and tree resources on site, the property owner, Mr. Scott Green has requested an assessment and report prepared of the trees in proximity to proposed development areas. To accomplish this assignment, the following tasks have been completed;

- Evaluate health, structure and preservation suitability for each tree within or adjacent (15 feet or less) to proposed development of trees equal to or greater than six diameter inches measured at 48 inches above grade.
- Review proposed building site plans as provided by Green Engineering.
- Make recommendations for alternative methods and preconstruction treatments to facilitate tree retention.

EXHIBIT D

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Beach Town Home Apartments
3033 Marina Way
Marina CA**

Prepared for:

Green Engineering

Prepared by:

**Frank Ono
Urban Forester
Society of American Foresters I.D. # 48004
Certified Arborist #536
1213 Miles Avenue
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July 11, 2014

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- Evaluate health, structure and preservation suitability for each tree within or adjacent (15 feet or less) to proposed development of trees equal to or greater than six diameter inches measured at 48 inches above grade.
- Review proposed building site plans as provided by Green Engineering.
- Make recommendations for alternative methods and preconstruction treatments to facilitate tree retention.

- Create preservation specifications, as it relates to a Tree Location/Preservation Map.
- Determine the quantity of trees that may be affected by construction as well as recommend mitigation requirements for those to be affected.
- Document findings in the form of a report as required by the City of Marina.

LIMITATIONS

This assignment is limited to a review of plans submitted to me dated March 27, 2014 by Green Engineering to assess potential affects from construction to trees within or adjacent to construction activities. This assessment is of these plans specifically with no other plans being reviewed. Only minor grading and erosion details are discussed in this report as it relates to tree health.

PURPOSE

This tree Assessment/Arborist report is prepared for this parcel due to proposed construction activities located at 3033 Marina Drive, Marina CA. The purpose of the assessment is to determine the current condition of the trees located on the property as well as determine what, if any, of the trees may be affected by the proposed project.

GOAL

The goal of this plan is to protect and maintain the City of Marina's urban forest resources through adherence of development standards, which allow the protection, and maintenance of its urban forest resources. Furthermore it is the intended goal of this arborist report to aid in planning to offset any potential effects of proposed development on the property while encouraging urban forest stability and sustainability, perpetuating a urban forested character for the property and the immediate vicinity.

SITE DESCRIPTION

- 1) Assessor's Parcel Number: 033-172-002.
- 2) Location: 3033 Marina Drive, Marina CA.
- 3) Parcel size: Approximately .75 Acres.
- 4) Existing Land Use: The parcel is zoned for residential use.
- 5) Slope: The parcel is on a mildly sloped lot. Slopes range from 2% to 10% .
- 6) Soils: The parcel is located on soils classified by the Monterey County Soils report as BbC-Baywood sand. The Baywood series consists of somewhat excessively drained soils that formed in stabilized sand dunes. Slopes are 2 to 15 percent. The vegetation associated with this soil type consists of manzanita, chamise, annual grasses, and scattered oaks. This is a gently sloping to rolling soil on stabilized sand dunes. Runoff is slow to medium, and the erosion hazard is slight to moderate. Permeability is rapid, and the available water capacity is 2.5 to 3 inches. Roots penetrate to a depth of more than 60 inches. This soil is located mostly on the former Fort Ord Military Reservation. It is also used for some grazing and browsing. If the vegetation cover is removed, the soil is subject to soil blowing and water erosion.
- 7) Vegetation: The vegetation on site is composed primarily of landscape ornamental with no native understory present. Trees found on site are small landscape type trees and are generally fast growing shrubs. Species include Myoporum (*Myoporum laevigatum*), Flowering plum (*Prunus blireiana*), Olive (*Olea europaea*) and Blackwood acacia (*Acacia melanoxylon*).
- 8) Urban Forest Condition and Health: The stand of trees and their health is evaluated with the use of the residual trees and those of the surrounding adjacent trees as a complete stand. The stand is a planted mixture of non-native trees that appear in fair or worse condition. The Myoporum appears to be battling Myoporum thrips (*Klambothrips myopori*) which cause heavy defoliation and leaf curling. Several of the Myoporum are in decline with tree #2038 with the most defoliation. The Olive tree (#2049) appears to be in decline both from environmental pressure from salt laden wind as well as root collar damage. The Flowering plums are mixed in condition, one appears stressed (#2048), the other of the trees (#2047) is declining with observable fungus in its stem along with termite damage in branches.

BACKGROUND

On June 27, 2014 I (Frank Ono, F.O. Consulting) met with Mr. Scott Green, the owner of the property, to first understand the scope of this project and second, to better understand how the project may effect trees adjacent to proposed development areas. I was informed that the project was to be done in phases and that the roadway would have to be realigned as well as new parking areas with walks installed. The property owner also indicated that he wished to retain as many of the existing trees as he could. A second visit was taken to the property on July 9, 2014 where trees were assessed for health and condition at that time. The assessment focused on incorporating the preliminary location of site improvements and with consideration for the general goals of site improvement desired of the landowner. During this second site visit, a study of the individual trees was made to determine the treatments necessary to complete the project and meet the goals of the landowner while complying with the City of Marina Municipal Codes. Trees within and immediately adjacent to the proposed development area were located, measured, inspected, flagged and recorded. The assessment of each tree concluded with an opinion of whether the tree should be removed, or preserved, based on the extent and effect of construction activity to the short and long term health of the tree. All meetings and field review were focused on the area immediately surrounding the proposed development areas.

OBSERVATIONS

The following list includes observations made while on site, and summarizes details discussed during this stage of the planning process.

- The landscape on the site is typical of the surrounding area and composed of non-native landscape trees and shrubs in varying health and condition.
- Most of the trees/shrubs on the property are of small diameter size (ranging from 6" in diameter to 13" in diameter. The majority of the tree/shrubs composing the stand of trees are Myoporum. Most of the Myoporum appear to be populated with Myoporum thrips and have curled mottled leaves.
- Several Myoporum (#2035, #2038, #2040, #2041, and #2042) will need removal due to the road way alignment and/or the new driveway parking areas. One the Myoporum (#2043) is located near the new driveway entrance will require root pruning in order to be retained.
- An 11" diameter Olive tree (#2049) located along the south eastern corner of the existing apartment units appears to be in severe decline. It has considerable damage to its root crown and has approximately 50% of its live crown remaining.
- There is an acacia tree (#2050) located within the building footprint an area where proposed future development is to occur. This tree is considered a non-native aggressive invader that displaces native flora and fauna.

DISCUSSION

Several of the trees that are existing on site will need removal due to the position of the trees in relationship to site improvements. In order to justify tree removal in the City of Marina, the following are required findings for approval of a tree removal permit as taken from Chapter 17.51 of the Marina Municipal Code, which are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or
2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or
3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or
4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or
5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and
6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and
7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and
8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

Tree Removal

Based on the design, the following trees will need to be removed:

- Tree #2035 is a 10" diameter Myoporum located within the road right of way (ROW) and is located in the curb and gutter area.
- Tree #2038 is a 9" diameter Myoporum located adjacent the entrance to a new building. The tree is dying from Myoporum thrips.
- Tree #2040, #2041 and #2042 are 13", 9" and 6" diameter Myoporum, infected with thrips. They also appear to be shifting in the soil from uprooting. They are located within the new driveway/parking area footprint.
- Tree #2049 is a severely declining 11" diameter Olive tree. This tree has decay at the base of the tree and is located within a walk area.
- Tree #2050 is a 7" acacia tree that is located within the footprint of a proposed building.

TREE CHARACTERISTICS

The trees listed in the following table have been tagged in the field and are rated Excellent, Good, Fair, Poor, or dead according to their health, vigor and structural condition. Trees that are rated excellent are in the best condition and health and are considered specimen trees. Trees with a good rating are trees that are in fairly good condition and health for the surrounding climate, trees rated as fair are usually trees of lesser condition that may have some structural problem or health factor limiting them from fully developing as a healthy tree. Trees that are rated poor are of less quality condition and have either structural flaws that cannot be improved over time, or that are in poor health. Dead trees are just that trees with little or no life remaining.

ID#	Diameter	Species	Condition	Comments	Remove
2035	10	Myoporum	Good	In driveway area	X
2036	9	Myoporum	Good	In planter area	
2037	6	Myoporum	Good	In planter area	
2038	9	Myoporum	Poor	In planter area, Thrips	X
2039	10	Myoporum	Fair	In planter area	
2040	13	Myoporum	Poor, thrips	Driveway/parking	X
2041	9	Myoporum	Fair, thrips	Driveway/parking	X
2042	6	Myoporum	Fair, thrips	Driveway/parking	X
2043	11	Myoporum	Fair	In planter, will need root pruning	
2044	9	Myoporum	Fair	In planter	
2045	7	Myoporum	Fair	In planter	
2046	10	Myoporum	Fair	In planter	
2047	7	Flowering Plum	Poor	In planter	
2048	6	Flowering Plum	Fair	In planter	
2049	11	Olive	Poor	In walk footprint	X
2050	7	Acacia	Good	In building footprint	X
2051	8	Cypress	Fair	Adjacent new building	

CONCLUSION/PROJECT ASSESSMENT

This proposal to build a multiple-family residences, driveway and parking areas requires tree removal to facilitate its implementation as drawn. It appears that a finding can be made that the trees to be removed do not serve as part of a windbreak system, assist in drainage or in the avoidance of soil erosion, serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest. The trees to be removed have minimal contribution to the aesthetic beauty of the area, and their removal would not have a substantial detrimental effect on neighboring property values.

Tree # 2035 is located within the curb planter area and conflicts with curb sidewalk area construction. Tree #2038 is a diseased tree. Trees #2040, #2041 and #2042 are located within the driveway parking area and interfere with street curb gutter, driveway, and parking lot improvements. The olive tree (#2049) is in poor condition, the tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees. It is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices. Tree #2050 is a non-native invasive acacia tree located within the building footprint.

Whenever construction activities take place near trees, there is the potential for remaining adjacent trees to experience decline in either the short term or the long-term as well. The greatest attempt has been made to identify and remove those trees likely to experience such a decline. Site disturbance will occur during building construction and will result with short term site affects mainly confined to the construction envelope and immediate surroundings where tree stems will be either removed or trimmed and root systems reduced. The pruning of tree crowns above 30% and reduction of root area may have a short term effects on those trees treated, including a reduction of growth, and dieback.

RECOMMENDATIONS

Tree Removal

Tree removal is proposed for this project; Trees #'s 2035, 2038, 2040, 2041, 2042, 2049, and 2050 will require removal due to proposed construction. Most of the trees are not in good condition and/or small enough that they can be readily replaced with larger and healthier stock. All other trees are to remain and be protected from construction affects when within 25 feet of construction.

Tree Replacement

Generally there is no proven treatment sanctioned to alleviate the effects of Myoporum thrips. Trees will decline and when removed, alternative planting is recommended. Some possibilities are Arbutus, Callistemon, Dodonaea, Heteromeles, Juniperus, Ligustrum Pittosporum, Podocarpus, Prunus, Rhamnus, Viburnum and Xylosma all have species that can be used as screens or hedges similar in size to Myoporum. For other possibilities, consult a local nursery or garden center.

Tree Pruning

It is to be understood that the pruning of retained trees will be expected for this site, especially along the driveway and building construction areas. Pruning should include the larger canopied trees that have deadwood or are exhibiting some minor structural defect or minor disease that must be compensated. Those trees that require pruning and possible monitoring are the closest to the road ways, driveway and structures. Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.

The following are offered as guidelines when pruning

- In general the trees will be pruned first for safety, next for health, and finally for aesthetics.
- Type of pruning is determined by the size of branches to be removed. General guidelines for branch removal are:
 1. Fine Detail pruning- limbs under 2 inch diameter are removed
 2. Medium Detail Pruning – limbs between 2 and 4 inch diameter
 3. Structural Enhancement – limbs greater than 4 inch diameter.
 4. Broken and cracked limbs-removed will be removed in high traffic areas of concern.

Crown thinning is the cleaning out of or removal of dead diseased, weakly attached, or low vigor branches from a tree crown

- All trees will be assessed on how a tree will be pruned from the top down.
- Trimmers will favor branches with strong, U- shaped angles of attachment and where possible remove branches with weak, V-shaped angles of attachment and/or included bark.
- Lateral branches will be evenly spaced on the main stem of young trees and areas of fine pruning.
- Branches that rub or cross another branch will be removed where possible.
- Lateral branches will be no more than one-half to three-quarters of the diameter of the stem to discourage the development of co-dominant stems where feasible.
- In most cases trimmers will not remove more than one- quarter of the living crown of a tree at one time. If it is necessary to remove more, it will be done over successive years.

Crown- raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrians and vistas.

- Live branches on at least two-thirds of a tree's total height will be maintained wherever possible. The removal of many lower branches will hinder the development of a strong stem.

- All basal sprouts and vigorous epicormic sprouts will be removed where feasible.

Crown reduction is used to reduce the height and/or spread of trees and is used for maintaining the structural integrity and natural form of a tree.

- Crown reduction pruning will be used only when absolutely necessary. Pruning cuts will be at a lateral branch that is at least one-third the diameter of the stem to be removed wherever possible.
- When it is necessary to remove more than half of the foliage from a branch it may be necessary remove the entire branch.

Crown restoration is used to improve the structure and appearance of trees that have been topped or severely pruned by the use of heading cuts. One of three sprouts on main branch stubs should be selected to reform a natural appearing crown. Selected vigorous sprouts may need to be thinned to ensure adequate attachment for the size of the sprout. Restoration may require several years of pruning.

Tree Protection

Prior to the commencement of construction activities:

- Trees located adjacent to the construction area shall be protected from damage by construction equipment by the use of temporary fencing and through wrapping of trunks with protective materials.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence. Existing fencing can also be used.
- Fencing is not to be attached to the tree but free standing or self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum of height of four feet above grade.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property especially within fenced areas.
- Fenced areas and the trunk protection materials should remain in place during the entire construction period.

During grading and excavation activities:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots should be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project architect and qualified arborist should be on site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for the retaining wall and driveway located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp

blades, or other approved root pruning equipment.

- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- If significant roots are identified that must be removed that will destabilize or negatively affects the target trees negatively, the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize affects, such as hand digging, bridging or tunneling under roots, etc..

Remedial pruning should occur prior to construction. Following construction, any above ground tree pruning/trimming should be delayed until one year after completion of construction. Following construction, a qualified arborist should monitor trees adjacent to the improvements area and if any decline in health that is attributable to the construction is noted, additional trees should be planted on the site.

General best management practices to Observe

The following practices should be adhered to:

- A) Do not deposit any fill around trees, which may compact soils and alter water and air relationships. Avoid depositing fill, parking equipment, or staging construction materials near existing trees. Covering and compacting soil around trees can alter water and air relationships with the roots. Fill placed within the drip-line may encourage the development of oak rot fungus (*Armillaria mellea*). As necessary, trees may be protected by boards, fencing or other materials to delineate protection zones.
- B) Tree removal will only be performed after verification that there are no active nesting within trees. If active nesting are found, work must stop and a wildlife biologist be contacted for a new course of mitigation.
- C) Pruning shall be conducted so as not to unnecessarily injure the tree. General-principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first, and for live oak, avoiding the period from February through May.
- D) Native plants are not adapted to regular summer watering and may develop crown or root rot as a result of overwatering. Native, locally adapted, drought resistant species are the most compatible with this goal of infrequent watering.
- E) Root cutting should occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur February through May.

- F) Tree material greater than 3 inches in diameter remaining on site more than one month that is not cut and split into firewood should be covered with clear plastic that is dug in securely around the pile. This will discourage infestation and dispersion of bark beetles.
- G) A mulch layer up to approximately 4 inches deep should be applied to the ground under selected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.
- H) If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Report Prepared By:

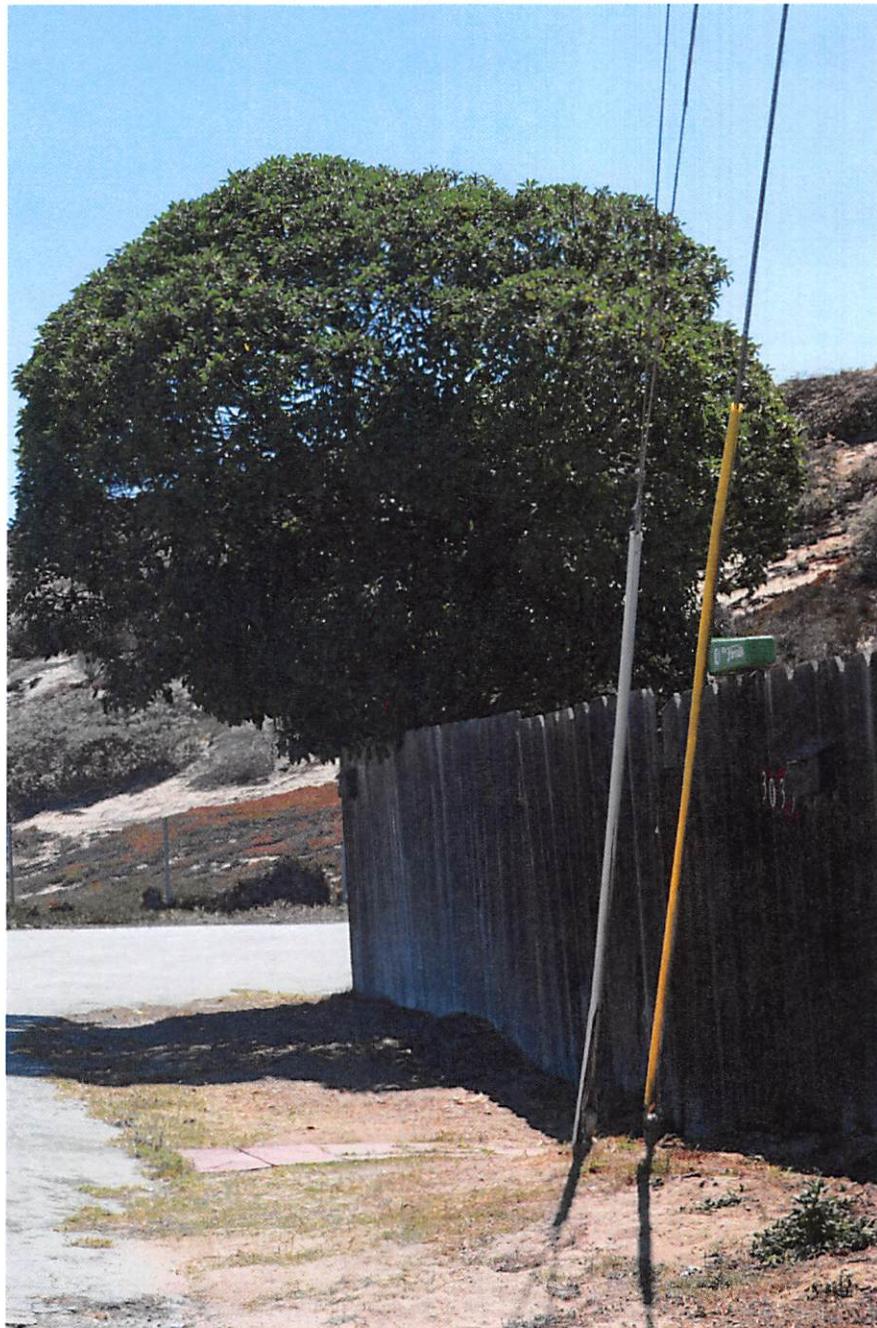


Frank Ono, SAF Forester #48004 and ISA Certified Arborist #536

July 11, 2014

Date

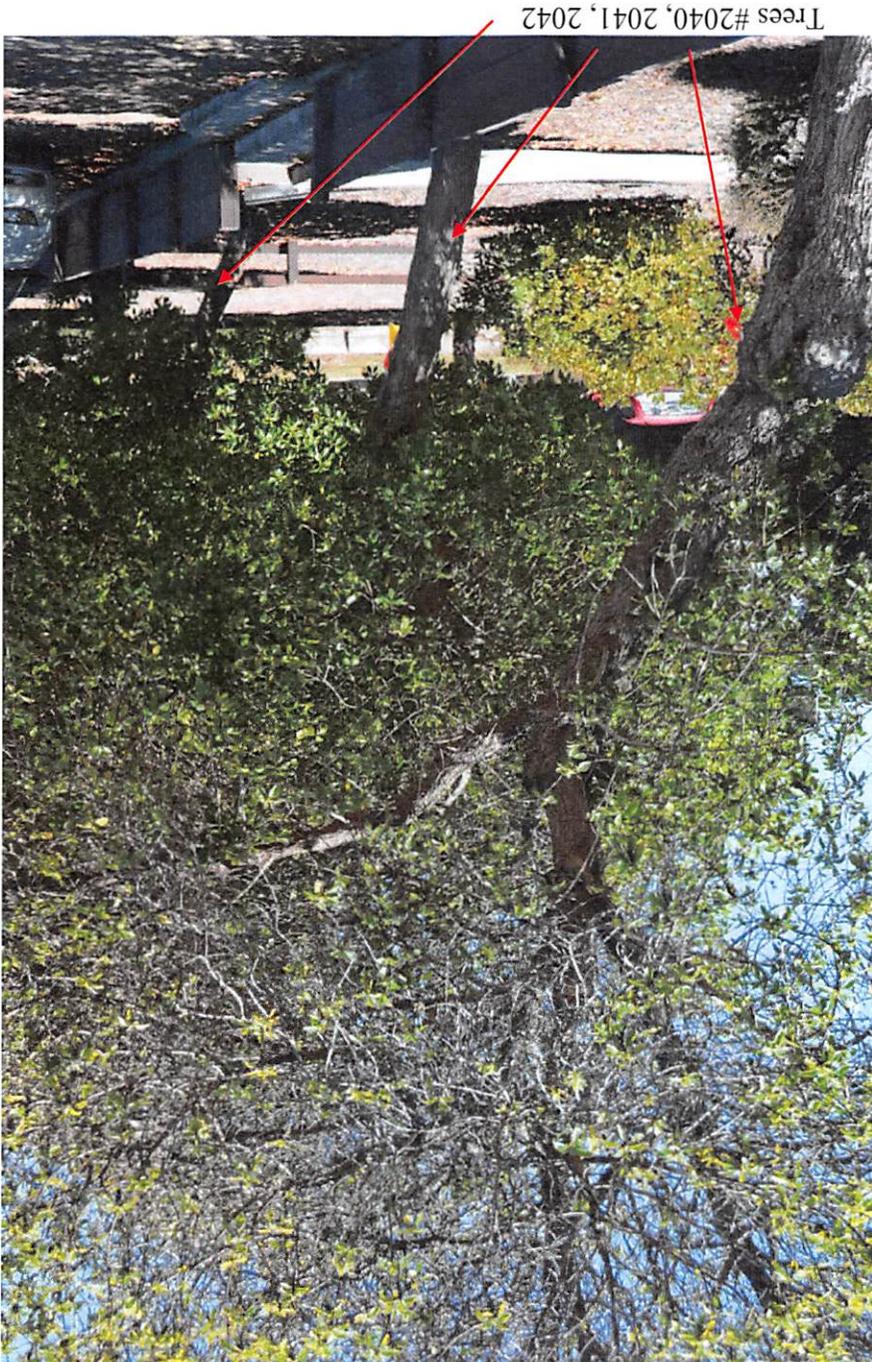
PHOTOGRAPHS



Tree #2035



Tree #2038

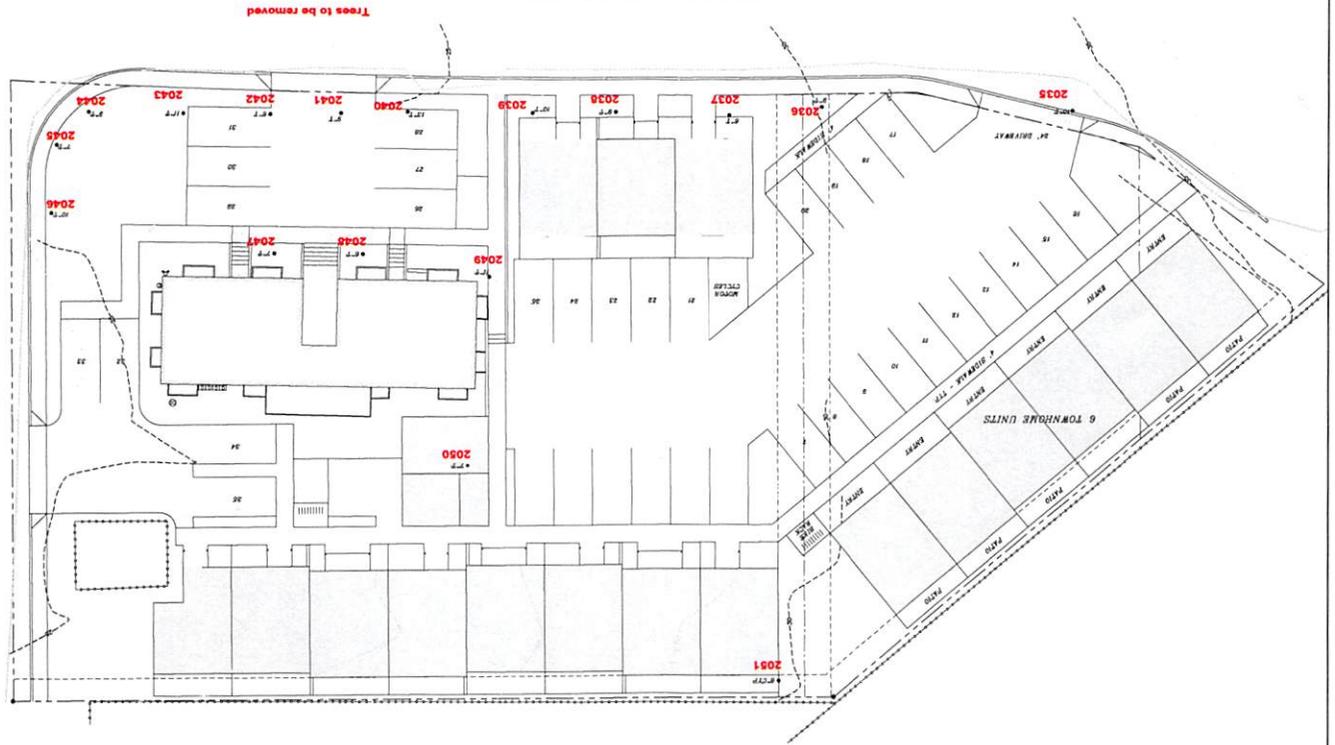


Tree #2049





Base of tree #2049



BEACH TOWN HOME APARTMENTS
3033 Marina Drive, Marina, CA
APN 033-172-002
LANDSCAPE PLAN

DATE: 12/27/2014
REVISION: 1
APPROVED BY: [Signature]
DATE: 12/27/2014

GREEN ENGINEERING
A Residential Development Company
25613 Shafter Way, Carmel, CA 93923
831-915-2501

EXHIBIT E

AFFORDABLE HOUSING PLAN

FOR THE

BEACH TOWN HOME APARTMENTS

**3039 Marina Dr.
Marina, CA 93933**

Prepared for

**The City of Marina
211 Hillcrest Avenue
Marina, CA 93933**

Prepared by

**Green Engineering
Scott Green, Owner
25613 Shafter Way
Carmel, CA 93923**

For Planning Commission Review December 10, 2015

INTRODUCTION

This Affordable Housing Plan is prepared on behalf of the property owner of the Beach Town Home Apartment project at 3033-3039 Marina Dr., Marina, California and adheres to the requirements of Marina Municipal Code (MMC) Chapter 17.45, Affordable Housing.

The Inclusionary Housing Requirement in Section 17.45.030 requires that all new residential development of 20 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 affordable to specific income groups according to the affordability distribution set forth in Table 17.45.030-1.

This Affordable Housing Plan has been prepared in accordance with MMC Section 17.45.070.C.3 and .4. The full text of Chapter 17.45 can be accessed on line from the City's homepage at: <http://www.ci.marina.ca.us/>.

PROJECT DESCRIPTION/ AFFORDABLE UNITS CALCULATIONS (17.45.070.B.1)

The privately owned Beach Town Home Apartments is within the City limits of Marina and not part of the former Fort Ord. The property provides living units for rent. The total affordable requirement (percentage of total units) based on Table 17.45.030-1, Inclusionary Housing Requirement, shall be twenty percent (20%).

The proposed total number of units provided by the Beach Town Home Apartments is twenty-four (24) units. However, six units are existing and eighteen units are new. Of the eighteen new rental units, 20% must be affordable. Therefore four (4) residential units shall be made to conform to the inclusionary housing requirements for affordability. The units will remain affordable for 55 years.

In accordance with Table 17.45.030-1, the project proposes that the percentage of affordability mix by income shall be as follows:

6% Very Low = .03 x 4 Units required = 1.2 Units required - 1 Proposed
7% Low = .35 x 4 Units required = 1.4 Units required - 1 Proposed
7% Moderate = .35 x 4 Units required = 1.4 Units required - 2 Proposed

PERCENTAGE OF UNIT MIX vs. AFFORDABILITY REQUIREMENT (17.45.070.B.1)

<u>Unit Type</u>	<u>No. New Units</u>	<u>% of TOTAL</u>	<u>NO. AFFORDABLE</u>
2 Bdrm/1Bath	6	25%	2
1 Bdrm /1 Bath	2	8%	0
2 Bdrm/1.5 Bath	16	67%	2
TOTAL NEW UNITS	18	100%	4

AFFORDABLE HOUSING PLAN (17.45.070.B.2)

Section 17.45.070 B. requires that the Affordable Housing Plan shall contain the unit mix, location, structure type, size of the market rate, inclusionary, and density bonus target units, and a statement as to whether the residential development is an ownership or rental project.

The proposed rental project is comprised of four buildings of attached rental apartments See attached site plan for location of proposed affordable units.

The proposed affordable unit locations are as follows:

<u>Location</u>	<u>Unit No.</u>	<u>Structure Type</u>	<u>Size</u>	<u>Status</u>
Existing 6-plex	1	2 br/1ba	804SF	Market-rate
	2	2 br/1ba	804SF	Market-rate
	3	2 br/1ba	804SF	Market-rate
	4	2 br/1ba	804SF	Market-rate
	5	2 br/1ba	804SF	Affordable
	6	2 br/1ba	804SF	Affordable
New 3 Unit	7	2br./1.5ba.	864SF	Market-rate
	8	2br./1.5ba.	864SF	Market-rate
	9	2br./1.5ba.	864SF	Market-rate
New 9 Unit	10A	1br./1.0ba.	600SF	Market-rate
	10B	1br./1.0ba.	600SF	Market-rate
	11	2br./1.5ba.	864SF	Market-rate
	12	2br./1.5ba.	864SF	Market-rate
	13	2br./1.5ba.	864SF	Affordable
	14	2br./1.5ba.	864SF	Market-rate
	15	2br./1.5ba.	864SF	Market-rate
	16	2br./1.5ba.	864SF	Market-rate
	17	2br./1.5ba.	864SF	Market-rate
New 6 Unit	18	2br./1.5ba.	864SF	Market-rate
	19	2br./1.5ba.	864SF	Market-rate
	20	2br./1.5ba.	864SF	Affordable
	21	2br./1.5ba.	864SF	Market-rate
	22	2br./1.5ba.	864SF	Market-rate
	23	2br./1.5ba.	864SF	Market-rate

No density bonus target units are requested at this time.

The proposed affordable housing units are shown on the attached site plan.

INCOME LEVELS OF THE INCLUSIONARY UNITS (17.45.070.B.3)

The income levels are determined by several factors including number of persons in household and income level. The published Income Limits for 2015 prepared by the County of Monterey Economic Development Department based on U.S. Department of Housing and Urban

Development (HUD) Section 8 program income limits, also used by the California Department of Housing and Community Development (HCD).

<u>Income</u>	<u>1 Person</u>	<u>2 Persons</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>
Very Low	\$ 25,400	\$ 29,000	\$ 32,650	\$ 36,250	\$ 39,150
Low	\$ 40,600	\$ 46,400	\$ 52,200	\$ 58,000	\$ 62,650
Moderate	\$ 57,700	\$ 65,950	\$ 74,200	\$ 82,450	\$ 89,050

The Maximum Affordable Monthly rents including a utility allowance allowed are 30% of 50% of the median income adjusted for household size for the Very Low Income units, 30% of 60% of median income adjusted for household size for the Low Income units and 30% of 110% of median income adjusted for household size for the moderate income units.

Currently the Maximum affordable rents for 2015 are as follows:

<u>Income</u>	<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>3 Bedroom</u>
Very Low	NA	\$ 816.25	NA
Low	NA	\$ 927.75	NA
Moderate	NA	\$ 1,700.87	NA

Note: Landlord pays for Garbage collection, sewer and water on the existing 6-plex.

The actual maximum allowable rent charged per month after the Utility Allowance Adjustment will be as follows:

<u>Unit No.</u>	<u>Maximum Rent</u>	<u>Utility Adjustment</u>	<u>Allowable Rent</u>
5	\$ 816.25	\$83	\$ 733.25 (Very low income)
6	\$ 927.75	\$83	\$ 844.75 (Low income)
13	\$ 1,700.87	\$99	\$ 1,601.87 (Moderate)
20	\$ 1,700.87	\$99	\$ 1,601.87 (Moderate)

ACKNOWLEDGEMENT (17.45.070.B.3)

The units shall remain deed restricted as affordable housing for a period of 55 years. The City of Marina will verify tenant and homebuyer incomes to maintain the affordability of the inclusionary and target units.

PROJECT PHASING (17.45.070.B.4)

The project will be constructed in one phase.

**SPECIFIC INCENTIVITIES, CONCESSIONS, WAIVERS OR MODIFICATIONS
REQUESTED OF THE CITY OF MARINA (17.45.070.B.5)**

None requested at this time.

**OTHER INFORMATION REQUESTED BY COMMUNITY DEVELOPMENT
DIRECTOR (17.45.070.B.6)**

No additional information requested at this time.

END OF AFFORDABLE HOUSING PLAN

Attachments: Site Plan

Surveyor's Note:

This is not a boundary survey. The intent of this survey was to locate existing monuments relative to DMS#20020738 (light brown) and its original subdivision map (2-M-12), Monterey County Records. Supplemental maps were used to find monuments including road original subdivision maps (19-CM-8), (19-CM-15) (14-TM-120) (14-TM-111) and (CM) Dept. of Highways Map/Monetary County/Route 1/Mile Post 85.5/Sheet 2 of 14. Found monuments were the Point Shaker benchmark map (2-M-8) and the bearing data for this survey. Due to differing bearing bases used on found monuments using the Point Shaker benchmark map (2-M-8) and (2-M-15) and (2-M-8), all bearings have been adjusted to record data per (2-M-15). Elevation relative to Monterey County Brass Disk Benchmark "Corner 1", NAVD83 vertical datum.

Legend

- Line Type/Abbrev
- Property Line
- Edge 5M, government, public
- Gas Meter
- Water Meter
- Edge (E) Adjacent
- House BB
- Electric wire points
- Utility pole
- Utility pole guy wire
- Chain link fence
- Vertical curb
- AD Aso Driv., 4" PVC
- AD Pavement Retention wall
- Block Retaining wall
- AD Pavement Retention
- AD Chain Link Fence
- AD Wood Fence
- AD Road Face
- AD Top of Slope
- AD Top of Sidewalk
- AD Concrete
- AD Brick
- AD Downspout
- AD Clean out
- AD Top of Slope
- AD Top of Sidewalk
- AD Pavement Retention
- AD Chain Link Fence
- AD Wood Fence
- AD Top of Slope
- AD Top of Sidewalk
- AD Downspout

PROJECT DATA

OWNERS: SCOTT & DIANE GREEN
 25613 SHANTLER WAY
 CARMEL, CA 93923

PROJECT SCOPE: 24 UNIT APARTMENT COMPLEX INCLUDING
 16 (N) TOWNHOMES AND 2 (N) APARTMENTS

SITE AREA: 24,848 SF
 BUILDING FLOOR AREA: 11,728 SF
 (1) 6-1/2' X 11' 6-1/2' TOWNHOME/UNIT 2,208 SF
 (1) 8-1/2' X 11' 6-1/2' TOWNHOME/UNIT 2,208 SF
 TOTALS: 9,444 SF 217'

OPEN SPACE REQUIREMENTS

TOTALS: 1,460 SF
 PRIVATE OPEN SPACE REQUIRED
 2ND STORY UNIT: 40 SF (2)
 1ST STORY UNIT: 1,420 SF
 TOTALS: 1,460 SF

TOTALS: 3,500 SF
 PRIVATE OPEN SPACE PROVIDED

PRIVATE PATIOS

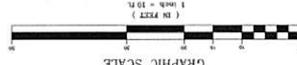
TOTALS: 3,714 SF
 PRIVATE PATIOS PROVIDED:
 (1) DECK AREA: 244 SF
 (1) PATIO AREA: 144 SF
 (1) PATIO: 3,226 SF
 TOTALS: 3,714 SF

APPROXIMATE OPEN SPACE PROVIDED

TOTALS: 6,263 SF
 APPROXIMATE OPEN SPACE PROVIDED:
 (1) DECK AREA: 244 SF
 (1) PATIO AREA: 144 SF
 (1) PATIO: 5,875 SF
 TOTALS: 6,263 SF

PRIVATE & COMMON OPEN SPACE PROVIDED

TOTALS: 10,007 SF
 PRIVATE & COMMON OPEN SPACE PROVIDED:
 (1) DECK AREA: 244 SF
 (1) PATIO AREA: 144 SF
 (1) PATIO: 9,619 SF
 TOTALS: 10,007 SF

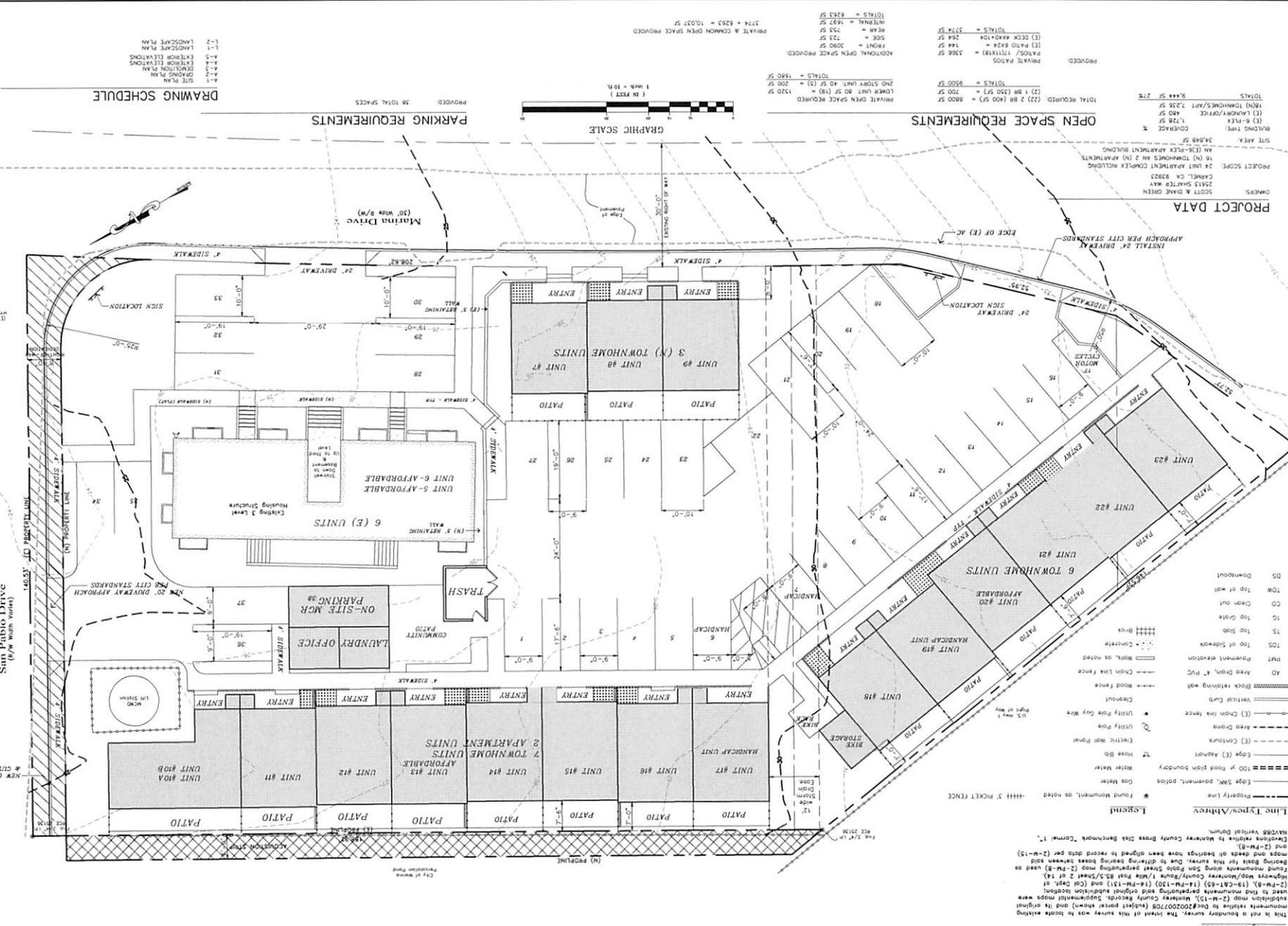


PARKING REQUIREMENTS

PROVIDED: 38 TOTAL SPACES

DRAWING SCHEDULE

- A-1 SITE PLAN
- A-2 GRADING PLAN
- A-3 EXTERIOR ELEVATIONS
- A-4 EXTERIOR ELEVATIONS
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN



7 SHEETS OF SHEET A-1

BEACH TOWN HOME APARTMENTS
 3033 Marina Drive, Marina, Ca
 APN 033-172-002

SITE PLAN

DRAWN BY: SCOTT GREEN
 APPROVED BY: [Signature]

REVISIONS:
 1 - 11/19/2015

GREEN ENGINEERING
 A Residential Development Company
 25613 Shantler Way Carmel, CA 93923
 831-915-2501

RECORDING REQUESTED BY:

City of Marina

WHEN RECORDED MAIL TO:

City of Marina
Community Development Director
211 Hillcrest
Marina, CA

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

INCLUSIONARY HOUSING AGREEMENT (RENTAL UNITS)

(Beach Town Home Apartments)

This INCLUSIONARY HOUSING AGREEMENT (RENTAL UNITS) ("Agreement") is entered into as of this ____ day of _____ 201_, by and between the CITY OF MARINA, a charter city (the "City"), and Green Engineering, a _____ (the "Owner"), with reference to the following facts:

A. The City has adopted an Inclusionary Housing Ordinance, Marina Municipal Code Chapter 17.45, ("Chapter 17.45" or the "Ordinance") which requires that specified percentages of all new residential units developed in the City be affordable to very low income, low income, and moderate income households and that allows, under certain circumstances, alternative means of compliance. The Ordinance is administered by the Community Development Department.

B. The Owner is the owner of certain real property in the City of Marina, California generally located at 3039 Marina Drive, Marina (the "Property"). The Owner has received approvals to construct eighteen (18) rental units on a property that currently contains six (6) existing for a total of 24 residential units (hereinafter referred to as the "Development") on the Property. The twenty-four (24) units will be located in three buildings..

C. The Owner intends to meet the inclusionary housing requirements of the Ordinance by (i) constructing, or causing to be constructed, four (4) multifamily rental units, with restricted occupancy and rents, as further described in Sections 3 through 10 below) (the "Inclusionary Rental Units").

D. This Agreement is executed in conjunction with the Planning Commission approval (Resolution No. _____) for the Development. The Owner must meet certain requirements in this Agreement prior to City issuance of building permits for the Development.

E. The Owner is required by Chapter 17.45 to enter into an Inclusionary Housing Agreement as required and with the content specified by Chapter 17.45, on terms acceptable to the Community Development Director. This Agreement is an Inclusionary Housing Agreement pursuant Section 17.45.080 of Ordinance. This Agreement, as it may be amended, shall be recorded against the Development with the recordation of the final map.

NOW, THEREFORE, it is mutually agreed by and between the Owner and the City (the "Parties") as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(a) "Administrative Manual" means the manual prepared by the City implementing the Ordinance.

(b) "Affordable Rent" means rent, a monthly amount which, together with utility allowance,

(i) for Very Low Income Inclusionary Rental Units that does not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income, adjusted by household size based on the number of bedrooms in the unit,

(ii) for a Low Income Inclusionary Rental Unit that does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted by household size based on the number of bedrooms in the unit; and

(iii) for Moderate Income Inclusionary Rental Units that does not exceed one twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of median Income, adjusted by household size based on the number of bedrooms in the unit.

Rent, for purposes of this definition, shall include all required monthly payments made by the tenant to the lessor in connection with use and occupancy of a housing unit and land and facilities associated therewith, including any separately charged fees, utility charges, or service charges assessed and payable by the tenant (but not including fees and charges resulting from any default by the tenant or damage caused by the tenant).

Adjustments for household size based on the number of bedrooms in the unit and amounts utilized for utility allowances shall be as provided by the City in the Administrative Manual.

(c) "Approval" means any planned unit development or planned community development approval, subdivision approval, use permit, building permit or combined development permit for a residential development.

(d) "First Approval" means the first Approval to occur with respect to a residential project.

- (e) "Inclusionary Rental Unit Property" means the legal parcel of land on which the Inclusionary Rental Units will be constructed, together with any Inclusionary Rental Units and appurtenant improvements constructed on such land.
- (f) "Low Income Household" means a household with an annual income which does not exceed the lower income limits applicable to Monterey County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Section 50079 of the California Health and Safety Code.
- (g) "Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by Low Income Households at an Affordable Rent.
- (h) "Maximum Initial Rents" means the initial rents for the Inclusionary Rental Units determined pursuant to the formula specified in the Administrative Manual for each income level.
- (i) "Median Income" means the median household income as determined periodically by HUD for Monterey County and updated on an annual basis.
- (j) "Moderate Income Household" means a household, including a Low Income Household and a Very Low Income Household, with an annual income which does not exceed the moderate income limits applicable to Monterey County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.
- (k) "Moderate Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by Moderate Income Households at an Affordable Rent.
- (l) "Ordinance" means the Inclusionary Housing Ordinance, Marina Municipal Code Chapter 17.45.
- (m) "Regulatory Agreement" means the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants between the Developer (or its successors to the Inclusionary Rental Unit Property) and the City substantially in the form of Exhibit C attached hereto, to be recorded against the Inclusionary Rental Unit Property pursuant to Section 7 below.
- (n) "Very Low Income Household" means a household whose annual income does not exceed the very low income limits applicable to Monterey county, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.
- (o) "Very Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by Very Low Income Households at an Affordable Rent.

Section 2. Satisfaction of Inclusionary Housing Obligation and Conditions of Approval. The Inclusionary Housing conditions of approval and the requirements of Chapter 17.45 shall be satisfied with respect to the Development Property if the following conditions are met: (a) Owner constructs or causes to be constructed the Inclusionary Rental Units meeting the requirements of Sections 3-10 below, in compliance with the schedule set forth in Section 7 below; (b) Owner records the Regulatory Agreement described in Section 7(b) below against the Inclusionary Rental Unit Property; (c) the Inclusionary Rental Units are marketed in compliance with Section 8 below and operated in compliance with the Regulatory Agreement. An amendment to this Agreement will be required to receive final subdivision map or other City approval for additional housing units on the Property above the total of twenty-four (24) housing units identified by Owner in the First Approval application, to make any changes to the Inclusionary Rental Units as they are described in Sections 3-7 of this Agreement, or to otherwise change the terms of this Agreement. An amendment to this Agreement may be executed before or at the time of final subdivision map approval if mutually agreed by the parties, to reflect changes in the Development or the Inclusionary Rental Units.

Section 3. Number of Inclusionary Rental Units. As a condition to the satisfaction of Owner's inclusionary housing requirements for the Development, Owner shall construct, or cause to be constructed, at least One Very Low Income Inclusionary Rental Unit, One Low Income Inclusionary Rental Units and Two Moderate Income Inclusionary Rental Unit.

Section 4. Location of Inclusionary Rental Units. The Inclusionary Rental Units shall be constructed as part of the Development and shall be the units designated on the attached Exhibit B.

Section 5. Appearance, Size and Bedroom Count. The Inclusionary Rental Units shall have the number of bedrooms and the square footage indicated in Exhibit B to this Agreement.

Section 6. Affordability Requirements. The Very Low Income Inclusionary Rental Units shall be rented to Very Low Income Households at Affordable Rents, calculated pursuant to Section 1(b)(i) above. The Low Income Inclusionary Rental Units shall be rented to Low Income Households at Affordable Rents, calculated pursuant to Section 1(b)(ii) above. The Moderate Income Inclusionary Rental Unit shall be rented to Moderate Income Households at Affordable Rents, calculated pursuant to Section 1(b)(iii) above. Notwithstanding the above, in no event shall the Owner be required to rent the Inclusionary Rental Units at rents which are lower than the maximum initial rents set forth in the Regulatory Agreement. The affordability requirements of this Section 6 shall be set forth in the Regulatory Agreement to be recorded against the Inclusionary Rental Unit Property pursuant to Section 7 below. The affordability requirements of this Section 6 shall continue as restrictions on the Inclusionary Rental Unit Property in perpetuity.

Section 7. Marketing and Rental of Inclusionary Rental Units. Following completion of construction, the Owner shall rent the Inclusionary Rental Units to Very Low Income Households, Low Income Households, and Moderate Income Households as applicable, at Affordable Rents in compliance with Sections 3 and 6 above and the Regulatory Agreement.

Owner shall submit a marketing and management plan to the Community Development Department for approval prior to commencing marketing of the Inclusionary Rental Units and shall market the Inclusionary Rental Units in compliance with the marketing and management plan approved by the City. Owner shall grant a preference in rental of the Inclusionary Rental Units in accordance with the Administrative Manual's Resident Selection Plan. Owner shall comply with applicable fair housing laws in the marketing and rental of the Inclusionary Rental Units. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Owner shall refer potential tenants to the City or the City's designee for income and asset certification and not enter into a binding rental agreement with a tenant until City income and asset certification has been completed and Owner has been informed in writing by the City or its designee that the potential tenant is income and asset eligible to occupy the Inclusionary Rental Unit.

Section 8. City Approval of Documents. The following documents, to be approved in writing by the City, shall be used in connection with the rental of the Inclusionary Rental Units.

(a) A marketing and management plan consistent with the terms of this Agreement and City marketing and management requirements as established by the Community Development Department, establishing the process for seeking, selecting and determining the eligibility of tenants of the Inclusionary Rental Units.

(b) Form of rental agreement or lease to be signed by tenants of the Inclusionary Rental Units.

(c) The Regulatory Agreement, in a form to be provided by the City.

Section 9. Compliance Reports. Following completion of construction of any of the Inclusionary Rental Units, a Compliance Report meeting the requirements of the Administrative Manual, verifying compliance of all completed Inclusionary Rental Units with the terms of this Agreement and the Regulatory Agreement, and certified as correct under penalty of perjury by the owner of the Inclusionary Rental Units and any property management company managing the units, shall be submitted annually to the City on April 1 of each year, commencing on the April 1 following issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Rental Units. If similar reports on some or all of the Inclusionary Rental Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the City, with respect to the portion of the Inclusionary Rental Units covered by such reports, provided that copies are provided on an annual basis to the City with an owner certification addressed to the City. Owner shall retain all records related to compliance with obligations under this Agreement and Chapter 17.45 for a period not less than five (5) years from the date of origination of such records, and make them available to City employees or others designated by the City for inspection and copying on five (5) business days' written notice. Owner shall permit City employees or others designated by the City to inspect the Inclusionary Rental Unit Property to monitor compliance with this Agreement following two (2) business days' written notice to Owner. The City shall be further entitled to

monitor compliance with this Agreement and Chapter 17.45 as provided in the Administrative Manual.

Section 10. Release of Property From Agreement. The covenants and conditions herein contained shall apply to and bind, during their respective periods of fee ownership, Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property until terminated in accordance with this Section 10. Upon (i) execution and recordation of the Regulatory Agreement against the Inclusionary Rental Unit Property and (ii) the issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Rental Units, the Property shall be released from the burdens of this Agreement.

Section 11. Default. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the City will constitute a default under this Agreement and a failure to satisfy the Conditions of Approval with respect to the Property and the requirements of the Ordinance and, in addition to remedies for breach of this Agreement, the City may exercise any and all remedies available to it under the Subdivision Map Act, Chapter 17.45, or otherwise, with respect to the Owner's failure to satisfy the Conditions of Approval and the requirements of Chapter 17.45 including but not limited to:

- (a) withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Development, including without limitation final inspections for occupancy and/or certificates of occupancy;
- (b) instituting against the Owner, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;
- (c) where one or more persons have received financial benefit as a result of violation of this Agreement or of any requirement imposed under Chapter 17.45, the City may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;
- (d) prosecuting a misdemeanor against any person who has rented a residential unit at a rent exceeding the maximum allowed under this Agreement or to a household not qualified under this Agreement, or who has otherwise violated Chapter 17.45, or any other agreement, restriction or requirement authorized or imposed under Chapter 17.45;
- (e) remedies set forth in the Regulatory Agreement; or
- (f) any other means authorized under the Marina Municipal Code.

Section 12. Remedies Cumulative. No right, power, or remedy given to the City by the terms of this Agreement, the Regulatory Agreement or Chapter 17.45 is intended to be

exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such document, Chapter 17.45, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 13. Appointment of Other Agencies. At its sole discretion, the City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform the City's obligations under this Agreement.

Section 14. Hold Harmless. Owner will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Development, the Inclusionary Rental Units, or Owner's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent arising from the gross negligence of willful misconduct of the City. The provisions of this section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this section shall remain in full force and effect.

Section 15. Insurance Requirements. The Owner shall maintain the following insurance coverage throughout the Term of this Agreement:

(i) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Owner does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(iv) Property insurance covering the Rental Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City. Flood insurance shall be obtained if required by applicable federal regulations.

The Owner shall cause any general contractor, agent, or subcontractor working on the Rental Development under direct contract with the Owner or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (iv), (v), and (vi) below, including, without limitation, the requirement of subsection (v).

Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City, its officers, agents, employees and members of the City Council.

(v) The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (i) through (iv) continuously so long as this Agreement is in effect. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(vi) Comprehensive General Liability, and Comprehensive Automobile Liability insurance policies shall be endorsed to name as an additional insured the City and its officers, agents, employees and members of the City Council.

All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City.

Section 16. Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE CITY:

City of Marina
Community Development Department
211 Hillcrest
Marina, Ca 93933

cc: Robert Wellington
Marina City Attorney
Wellington Law Offices

857 Cass Street, Suite D
Monterey, CA 93940

TO THE OWNER:

Green Engineering
c/o Scott Green
25613 Shafter Way
Carmel, CA 93923

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 17. Integrated Agreement. This Agreement constitutes the entire Agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

Section 18. Duration and Amendment of Agreement. This Agreement shall remain in effect for so long as the Property is subject to inclusionary housing obligations pursuant to the Ordinance. As provided in Section 6 above, the Inclusionary Rental Unit Property shall be restricted in perpetuity for affordable housing use. This Agreement, and any section, subsection, or covenant contained herein, may be amended in writing by the parties. The Community Development Director shall have authority in his or her discretion to approve or disapprove minor or technical amendments on behalf of the City. If the amendment makes a substantive or material change to this Agreement it shall be effective only following approval by the governmental authority that gave the First Approval to the Development.

Section 19. No Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any person that Owner may have employed or with whom Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property, the Inclusionary Rental Unit Property, or the construction of the Development or Inclusionary Rental Units.

Section 20. Applicable Law. This Agreement shall be governed by California law.

Section 21. Waivers. Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 22. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 23. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 24. Recording of Agreement. The Owner shall cause this Agreement to be recorded against the Property in the Official Records of the County of Monterey.

Section 25. Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

Green Engineering, a _____

By: _____

CITY:

City of Marina

By: _____
Layne Long, City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A-1

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

EXHIBIT B

**SIZE AND BEDROOM COUNT
OF INCLUSIONARY RENTAL UNITS**

Location/Unit Number	Type	Size	Affordability
Unit No. 5	2 bedroom/1 bath	804 SF	\$733.25
Unit No. 6	2 bedroom/1 bath	804 SF	\$844.75
Unit No. 13	2 bedroom/1.5 bath	864 SF	\$1,601.87
Unit No. 20	2 bedroom/1.5 bath	864 SF	\$1,601.87

EXHIBIT C
REGULATORY AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Redevelopment Agency
211 Hillcrest Avenue
Marina, California
Attention: Executive Director

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

**INCLUSIONARY HOUSING
REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS**

(Inclusionary Rental Units)

This INCLUSIONARY HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Regulatory Agreement") is entered into as of this ____ day of _____ 200_, by and between the CITY OF MARINA, a charter city (the "City"), and Green Engineering, a _____ (the "Owner"), with reference to the following facts:

A. The City has adopted an Inclusionary Housing Ordinance, Municipal Code Chapter 17.45 ("Chapter 17.45" or the "Ordinance"), which requires that twenty percent (20%) of all new residential development of more than 20 units developed in the City be affordable to very low income, low income, and moderate income households and that allows, under specified circumstances, alternative means of compliance. The Ordinance is administered by the Community Development Director.

B. Owner is the owner of certain real property in the City of Marina, California described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Property"). Owner intends to construct eighteen (18) units of new residential rental housing on the Property which currently contains six existing units (the "Rental Development"), of which four (4) units will be operated as affordable rental housing for very low income, low and moderate income households (the "Affordable Rental Units").

C. Pursuant to the Ordinance, the City and Owner have entered into an Inclusionary Housing Agreement – Rental Housing dated _____, 20__ (the "Inclusionary Housing Agreement"), in which the Owner elected to construct the Inclusionary Rental Units and to record this Regulatory Agreement against the Rental Development to restrict the use and operation of the Inclusionary Rental Units in perpetuity. The Inclusionary Housing Agreement is an inclusionary housing agreement pursuant to Section 17.45 of the Ordinance,

and shall be executed and recorded against the Property prior to issuance of any building permits for the Rental Development.

D. To meet the requirements of the Ordinance and the Inclusionary Housing Agreement, the Owner has agreed to enter into and record this Regulatory Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the rents and occupancy of the Inclusionary Rental Units and to implement controls on the ownership, operation, and management of the Inclusionary Rental Units. The covenants in this Regulatory Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Property.

E. The City intends to utilize the Affordable Rental Units to obtain affordable housing production credits pursuant to Health and Safety Code Section 33413(b)(1), as new housing units available at affordable housing cost to very low, low and moderate income households. This Regulatory Agreement is intended to implement the housing production requirements, so that the Agency may utilize the Inclusionary Rental Units restricted by this Agreement to meet the requirements of Health and Safety Code Section 33413(b)(1).

NOW, THEREFORE, it is mutually agreed by and between the Owner and the City (the "Parties") as follows:

Section 26.
DEFINITIONS AND EXHIBITS

(a) Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(i) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(ii) "Administrative Manual" shall mean the Administrative Policies and Procedures manual prepared pursuant to by the City of Marina implementing the Ordinance.

(iii) "Affordable Rent" means rent, a monthly amount which, together with utility allowance,

a. for Very Low Income Inclusionary Rental Units that does not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income, adjusted by household size based on the number of bedrooms in the unit,

b. for a Low Income Inclusionary Rental Unit that does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of Median Income adjusted by household size based on the number of bedrooms in the unit;

c. for a Moderate Income Inclusionary Rental Unit that does not exceed one-twelfthth (1/12th) of thirty percent (30%) of one hundred ten (110%) percent of Median Income, adjusted by household size based on the number of bedrooms in the unit;.

Rent, for purposes of this definition, shall include all required monthly payments made by the tenant to the lessor in connection with use and occupancy of a housing unit and land and facilities associated therewith, including any separately charged fees, utility charges, or service charges assessed and payable by the tenant (but not including fees and charges resulting from any default by the tenant or damage caused by the tenant).

(iv)"Agreement" means this Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants, to be recorded against the Property.

(v)"Annual Income" shall mean the total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 813, or successor federal housing program that utilizes a reasonably similar method of calculation, as designated by the City.

(vi)"Assumed Household Size" shall mean the assumed household size utilized to calculate the permissible Rent for a Unit as follows: for a one-bedroom unit a household size of two (2) persons shall be assumed; for a two-bedroom unit a household size of three (3) persons shall be assumed; for a three-bedroom unit a household size of four (4) persons shall be assumed; and for a four-bedroom unit a household size of five (5) persons shall be assumed. "Assumed Household Size" is not intended to restrict the actual number of persons occupying a Unit.

(vii)"Inclusionary Rental Unit" shall mean a Unit with occupancy and rents restricted pursuant to this Agreement.

(viii)"Low Income Household" means a household, including a Very Low Income Household, with an Annual Income which does not exceed the lower income limits applicable to Monterey County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code and with household assets that do not exceed the limits for Inclusionary Rental Units set forth in the Administrative Manual.

(ix)"Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by a Low Income Household at an Affordable Rent.

(x)"Maximum Initial Rents" means the initial rents for the Inclusionary Rental Units determined pursuant to the formula specified in the Administrative Manual for each income level and set forth in Exhibit B attached hereto and incorporated herein.

(xi)"Median Income" means the median household annual income as determined periodically by HUD for the County of Monterey Metropolitan Statistical Area and updated on an annual basis.

(xii)"Moderate Income Household" means a household, including a Low Income Household and a Very Low Income Household, with an Annual Income which does not exceed one hundred twenty percent (120%) of the Median Income, adjusted for household size, and with household assets that do not exceed the maximum asset limitation for Inclusionary Rental Units set forth in the Administrative Manual.

(xiii)"Moderate Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by Moderate Income Households at an Affordable Rent.

(xiv)"Ordinance" means the Inclusionary Housing Ordinance, Marina Municipal Code Chapter 17.45.

(xv)"Property" means the real property described in Exhibit A attached hereto and incorporated herein.

(xvi)"Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Owner which are required of all Tenants, other than security deposits; a Utility Allowance; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant. Utility Allowances shall be as provided by the City in the Administrative Manual.

(xvii)"Rental Development" shall mean the Property and the Units to be developed on the Property, as well as any additional improvements, and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(xviii)"Tenant" shall mean a household legally occupying a Unit pursuant to a valid rental agreement with Owner.

(xix)"Term" shall mean the term of this Agreement, which is set forth in Section 6.7 of this Agreement.

(xx)"Unit(s)" shall mean one or all of the twenty four (24) rental units to be constructed on the Property.

(xxi)"Very Low Income Household" means a household with an Annual Income which does not exceed the very low income limits applicable to Monterey County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

(xxii)"Very Low Income Inclusionary Rental Unit" means an Inclusionary Rental Unit reserved for occupancy by a Very Low Income Household at an Affordable Rent.

(xxiii)"Utility Allowance" shall mean an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or

cable TV. Utility Allowances to be used for the calculation of permissible Rent under this Agreement shall be as published annually by the Monterey County Housing Authority.

(b)Exhibits. The following Exhibits are attached and incorporated into this Agreement;

Exhibit A. Legal description of the Rental Development Project.

Exhibit B. Schedule of Maximum Initial Rents for Inclusionary Units.

Exhibit C. Utility Allowances for Inclusionary Rental Units.

Section 27.

AFFORDABILITY AND OCCUPANCY COVENANTS

(a)Occupancy Requirements.

(i)Very Low Income Units. One (1) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(ii)Low Income Units. One (1) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

(iii) Moderate Income Units. Two (2) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Moderate Income Households.

(iv)Intermingling of Units and Bedroom Count. The Inclusionary Rental Units shall be intermingled with, and shall be of comparable quality to, all other units on the Property and shall be of the following sizes:

	Very Low	Low	Moderate	Total
One Bedroom Unit				
Two Bedroom Unit				
Total	1	1	2	

(b)Allowable Rent.

(i)Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including Utility Allowance) charged to Tenants of the Very Low Income Inclusionary Rental Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size; provided, however, in no event shall the Rents be required to be lower than the maximum initial rents set forth in Exhibit B to this Agreement.

(ii)Lower Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including Utility Allowance) charged to Tenants of the Low Income Inclusionary Rental Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size; provided, however, in no event shall the Rents be required to be lower than the maximum initial rents set forth in Exhibit B to this Agreement.

(iii)Moderate Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including utility allowance) charged to Tenants of the Moderate Income Inclusionary Rental Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of Median Income, adjusted for Assumed Household Size; provided, however, in no event shall the Rents be required to be lower than the maximum initial rents set forth in Exhibit B to this Agreement.

(iv)City Approval of Rents. Initial rents for all Inclusionary Rental Units shall be approved by the City prior to occupancy. All rent increases shall also be subject to City approval. The City shall provide the Owner with a schedule of maximum permissible rents and Utility Allowances for the Inclusionary Rental Units annually. The maximum permissible rents and the Utility Allowances for the Inclusionary Rental Units as of the date of this Agreement are set forth in Exhibit B and Exhibit C to this Agreement, respectively.

(c)Increased Income of Tenants.

(i)Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Inclusionary Rental Unit, the Owner determines that a former Very Low Income Household's Annual Income has increased and exceeds the qualifying income for a Very Low Income Household set forth in Section 1.1(s), but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

a. Such Tenant's Unit shall be considered a Low Income Unit;

b. Such Tenant's Rent may be increased to the Affordable Rent for a Low Income Unit, as applicable, upon sixty (60) days written notice to the Tenant; and

c. The Owner shall rent the next available Unit to a Very Low Income Household at Rent not exceeding the Affordable Rent for a Very Low Income Unit, to comply with the requirements of Sections 2.1(a) and 2.2(a) above.

(ii)Increase from Very Low or Low to Moderate. If, upon recertification of the income of a Tenant of a Inclusionary Rental Unit, the Owner determines that a former Very Low Income Household's or Low Income Household's Annual Income has increased and

exceeds the qualifying income for a Low Income Household set forth in Section 1.1(h), but does not exceed the maximum qualifying income for a Moderate Income Household, then, upon expiration of the Tenant's lease:

a. Such Tenant's Unit shall be considered a Moderate Income Unit;

b. Such Tenant's Rent may be increased to the Affordable Rent for a Moderate Income Unit, upon sixty (60) days written notice to the Tenant; and

The Owner shall rent the next available Unit to an Very Low Income Household, or a Low Income Household, as applicable, at Rent not exceeding the Affordable Rent for a Very Low Income Household or Low Income Household, as applicable, to comply with the requirements of Sections 2.1 and 2.2 above.

(iii) Non-Qualifying Household. If, upon recertification of the income of a Tenant of an Inclusionary Rental Unit, the Owner determines that a former Very Low Income Household, Low Income Household or Moderate Income Household has an Annual Income exceeding the maximum qualifying income for a Moderate Income Household set forth in Section 1.1(l), such Tenant shall be permitted to continue to occupy the Unit at Rent not exceeding the market rate rent, and the Owner shall rent the next available Unit to a Very Low Income Household, Low Income Household or Moderate Income Household, as applicable, to meet the requirements of Section 2.1 and 2.2 above.

(iv) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household, Low Income Household or Moderate Income Household) as the income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the Unit (e.g., Very Low Income Inclusionary Rental Unit, Low Income Inclusionary Rental Unit or Moderate Income Inclusionary Rental Unit) shall be redetermined. In any event, Owner shall maintain the occupancy requirements set forth in section 2.1 above.

(d) Marketing and Rental of Inclusionary Rental Units. The Owner shall market the Inclusionary Rental Units to Very Low Income Households, Low Income Households or Moderate Income Households at Affordable Rents in compliance with the marketing and management plan approved by the City. The Owner shall grant a preference in rental of the Inclusionary Rental Units in accordance with the procedures set forth in the Administrative Manual, including administration of the waiting list in accordance with the Resident Selection Plan. The Owner shall comply with applicable fair housing laws in the marketing and rental of the Inclusionary Rental Units. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor.

(e) Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Owner shall not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to Very Low Income Households, Low Income Households or Moderate Income Households and except for the preferences set forth in the Administrative Manual's Resident Selection Plan. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age (except for lawful senior housing), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

(f) Section 8 Certificate Holders. The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Rental Development which have the effect of precluding occupancy of units by such prospective Tenants.

(g) City Approval of Documents. The following documents, to be approved in writing by the City, shall be used in connection with the rental of the Inclusionary Rental Units. Amendments to the following documents shall also be approved by the City prior to implementation of the amendments:

(i) A marketing and management plan consistent with the terms of the Inclusionary Agreement and this Agreement and City marketing and management requirements as set forth in the Administrative Manual, establishing the process for seeking, selecting and determining the eligibility of tenants of the Inclusionary Rental Units.

(ii) Form of rental agreement or lease to be signed by tenants of the Inclusionary Rental Units. The rental agreement or lease shall include the following provisions: (i) a minimum twelve (12)-month term; (ii) the number of persons permitted to occupy the Inclusionary Rental Unit, not to exceed two persons per bedroom plus two; (iii) the Tenants' obligation to maintain the unit in a decent and safe condition and to inform the Owner of any need for maintenance or repair; (iv) a prohibition against sublease of the Unit; (v) an obligation to report changes in household size and/or household income to the Owner and City; (vi) nondiscrimination provisions (vii) an obligation to provide annual income certifications and documentation to the Owner and the City; and (viii) an obligation to comply with all monitoring requests of the City or its designee. The Owner's inclusion of the Lease

Addendum included in the Administrative Manual shall be deemed compliance with the requirements of this Section 2.7(b).

Section 28.
INCOME CERTIFICATION AND REPORTING

(a)Income Certification. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Inclusionary Rental Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain three pay stubs for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration, Veterans Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be available to the City upon request.

(b)Compliance Reports. A compliance report meeting the requirements of the Administrative Manual, verifying compliance of all completed Inclusionary Rental Units with the terms of the Inclusionary Agreement and this Agreement, and certified as correct under penalty of perjury by the Owner and any property management company managing the Units, shall be submitted annually to the City department responsible for oversight and monitoring of affordable housing on April 1 of each year, commencing on the April 1 following issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Rental Units. If similar reports on some or all of the Inclusionary Rental Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the City, with respect to the portion of the Inclusionary Rental Units covered by such reports, provided that copies are provided on an annual basis to the City with an owner certification addressed to the City.

(c)Additional Information. The Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the Rental Development.

(d)Records and Monitoring. The Owner shall maintain complete, accurate and current records pertaining to the Rental Development, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Rental Development shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit. Owner shall retain all records related to

compliance with obligations under this Agreement and Chapter 17.45 for a period not less than five (5) years from the date of origination of such records, and make them available to City employees or others designated by the City for inspection and copying on five (5) business days' written notice. Owner shall permit City employees or others designated by the City to inspect the Property to monitor compliance with this Agreement following two (2) business days' written notice to Owner. The City shall be further entitled to monitor compliance with this Agreement and Chapter 17.45 as provided in the Administrative Manual.

Section 29.
OPERATION, MANAGEMENT, AND
MAINTENANCE OF THE DEVELOPMENT

(a)Residential Use. The Rental Development shall be operated only for residential use. No part of the Rental Development shall be operated as transient housing.

(b)Compliance with Inclusionary Housing Agreement and Inclusionary Ordinance. Owner shall comply with all applicable terms and provisions of the Inclusionary Housing Agreement and the Ordinance.

(c)Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

(d)Management Responsibilities. The Owner is responsible for all management functions with respect to the Rental Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. A resident manager shall be required for all Rental Developments with sixteen (16) or more Units.

(e)Approval of Management Policies. The Owner shall submit its written management policies with respect to the Rental Development to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

(f)Property Maintenance. The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The City places prime importance on quality maintenance to ensure that all City inclusionary housing developments and City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Rental Development will be acceptable to the City assuming the Owner agrees to provide all necessary improvements to assure the Rental Development is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this section and such default continues for a period of ten (10) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, plus a fifteen percent (15%) administrative charge, which amount shall be promptly paid by the Owner to the City upon demand.

(g)Insurance Requirements. The Owner shall maintain the following insurance coverage throughout the Term of this Agreement:

(i)Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii)Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii)Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Owner does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(iv)Property insurance covering the Rental Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City. Flood insurance shall be obtained if required by applicable federal regulations.

The Owner shall cause any general contractor, agent, or subcontractor working on the Rental Development under direct contract with the Owner or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (e), (f), and (g) below, including, without limitation, the requirement of subsection (f).

Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City, its officers, agents, employees and members of the City Council.

(v)The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (a) through (d) continuously so long as this Agreement is in effect. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(vi)Comprehensive General Liability, and Comprehensive Automobile Liability insurance policies shall be endorsed to name as an additional insured the City and its officers, agents, employees and members of the City Council.

(vii)All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City.

Section 30. DEFAULT AND REMEDIES

(a)Default. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the City will constitute a default under this Agreement and a failure to satisfy the Conditions of Approval with respect to the Rental Housing Development and the requirements of the Ordinance and, in addition to remedies for breach of this Agreement, the City may exercise any and all remedies available to it under the Subdivision Map Act, Chapter 17.45, or otherwise. City's remedies hereunder include but are not limited to:

(i)withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Rental Housing Development, including without limitation final inspections for occupancy and/or certificates of occupancy;

(ii)instituting against the Owner, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(iii)where one or more persons have received financial benefit as a result of violation of this Agreement or of any requirement imposed under Chapter 17.45, the City may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

(iv)prosecuting a misdemeanor against any person who has rented a residential unit at a rent exceeding the maximum allowed under this Agreement or to a household not qualified under this Agreement, or who has otherwise violated Chapter 17.45, or any other agreement, restriction or requirement authorized or imposed under Chapter 17.45;

(v)if and to the extent necessary to correct any such default, the Owner hereby grants to the City the option to lease, from time to time, units in the Rental Development for a rental of One Dollar (\$1.00) per unit per year for the purpose of subleasing such units to comply with Section 2.1 and 2.2 of this Agreement. Any rents received by the City under any such sublease shall be paid to the Owner after the City has been reimbursed for any expenses incurred in connection with such sublease; or

(vi)any other remedies authorized under Marina Municipal Code.

(b)Remedies Cumulative. No right, power, or remedy given to the City by the terms of this Agreement, the Regulatory Agreement or Chapter 17.45 is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such document, Chapter 17.45, or by any statute or otherwise against the Owner, and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 31.
GENERAL PROVISIONS

(a)Appointment of Other Agencies. At its sole discretion, the City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform the City's obligations under this Agreement.

(b)Hold Harmless. Owner will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Rental Housing Development, the Inclusionary Rental Units, or Owner's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this section shall remain in full force and effect.

(c)Covenants to Run With the Land. The City and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

(d)Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

(e)Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE CITY:

City of Marina
Community Development Department
211 Hillcrest
Marina, CA 93933

With a copy to:

Robert Wellington
Marina City Attorney
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940

TO THE OWNER:

Green Engineering
c/o Scott Green
25613 Shafter Way
Carmel, CA 93923

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

(f) Integrated Agreement. This Agreement constitutes the entire Agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

(g) Term and Amendment of Agreement. This Agreement shall remain in effect in perpetuity provided, however, if the Rental Development is destroyed or demolished by forces of nature without action by Owner (or irreparably damaged by forces of nature and then demolished by Owner) and such destruction or demolition occurs at least fifty-five (55) years following the date of this Agreement, this Agreement shall terminate upon such destruction or demolition. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the City Manager or his or her designee, who shall have authority in his or her discretion to approve or disapprove amendment on behalf of the City.

(h) No Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any person that Owner may have employed or with whom Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property or the construction of the Rental Development.

(i)Applicable Law. This Agreement shall be governed by California law.

(j)Waivers. Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

(k)Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

(l)Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

(m)Recording of Agreement. The Owner shall cause this Agreement to be recorded against the Property in the Official Records of the County of Monterey.

(n)Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

CITY:

GREEN ENGINEERING, a _____

City of Marina, a charter city

By: _____

By: _____
Layne Long, City Manger

APPROVED AS TO FORM:

By: _____
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

EXHIBIT B

MAXIMUM INITIAL RENTS OF INCLUSIONARY RENTAL UNITS*

<u>Income Classification</u>	<u>1 Bedroom</u>	<u>2 Bedrooms</u>
Very Low Income Unit	\$NA	\$816.25
Low Income Unit	\$NA	\$927.75
Moderate Income Unit	\$NA	\$1,700.87

NOTE: UTILITY ALLOWANCES MUST BE SUBTRACTED TO CALCULATE AMOUNT THAT MAY BE CHARGED TO TENANTS – SEE EXHIBIT C

EXHIBIT C

UTILITY ALLOWANCE FOR INCLUSIONARY RENTAL UNITS*
(SUBJECT TO CHANGE ANNUALLY)
ENERGY EFFICIENCY UTILITY ALLOWANCE FOR QUALIFIED APARTMENT BASED
ON NEW CONSTRUCTION

Source: Housing Authority of the County of Monterey
Effective January 1, 2010

1 Bedroom 2 Bedrooms

Heating: natural gas
Heating: Electric
Cooking: Natural Gas
Cooking: Electric
Other Electric
Water Heating: Natural Gas
Water Heating: Electric
Water
Sewer
Trash Collection
Range
Refrigerator
Microwave

***NOTE: SUBTRACT UTILITY ALLOWANCE FROM MAXIMUM RENT TO
CALCULATE AMOUNT THAT MAY BE CHARGED**

661\06\1804794.1
12/3/2015

C-2

Surveyors Note:

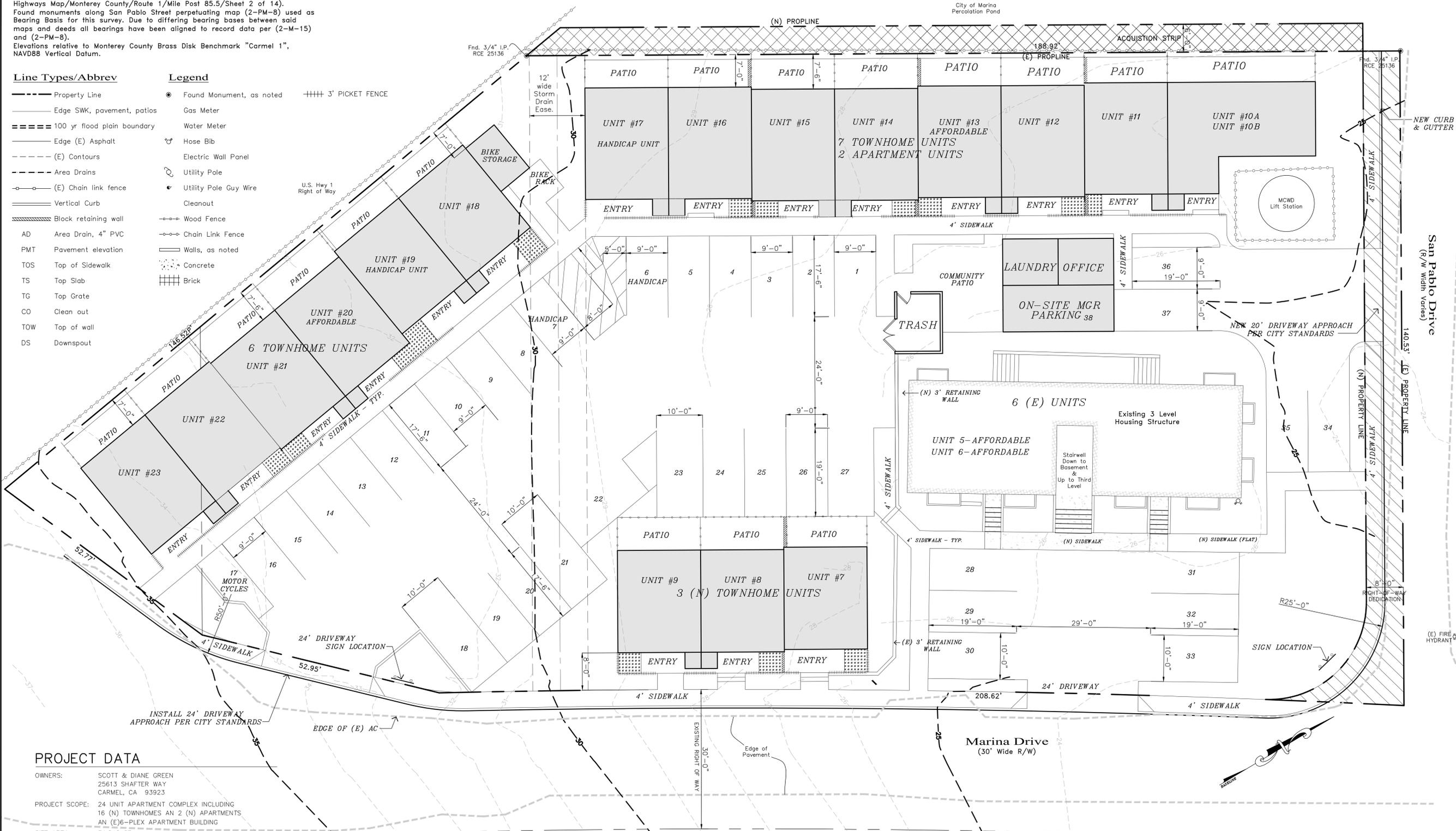
This is not a boundary survey. The intent of this survey was to locate existing monuments relative to Doc#2002007708 (subject parcel shown) and its original subdivision map (2-M-15), Monterey County Records. Supplemental maps were used to find monuments perpetuating said original subdivision location; (2-PM-8), (19-C&T-65) (14-PM-130) (14-PM-131) and (Cal Dept. of Highways Map/Monterey County/Route 1/Mile Post 85.5/Sheet 2 of 14). Found monuments along San Pablo Street perpetuating map (2-PM-8) used as Bearing Basis for this survey. Due to differing bearing bases between said maps and deeds all bearings have been aligned to record data per (2-M-15) and (2-PM-8). Elevations relative to Monterey County Brass Disk Benchmark "Carmel 1", NAVD88 Vertical Datum.

Line Types/Abbrev

- Property Line
- Edge SWK, pavement, patios
- === 100 yr flood plain boundary
- Edge (E) Asphalt
- (E) Contours
- Area Drains
- (E) Chain link fence
- Vertical Curb
- Block retaining wall
- AD Area Drain, 4" PVC
- PMT Pavement elevation
- TOS Top of Sidewalk
- TS Top Slab
- TG Top Grate
- CO Clean out
- TOW Top of wall
- DS Downspout

Legend

- Found Monument, as noted
- Gas Meter
- Water Meter
- Hose Bib
- Electric Wall Panel
- Utility Pole
- Utility Pole Guy Wire
- Cleanout
- Wood Fence
- Chain Link Fence
- Walls, as noted
- Concrete
- Brick



PROJECT DATA

OWNERS: SCOTT & DIANE GREEN
 25613 SHAFTER WAY
 CARMEL, CA 93923

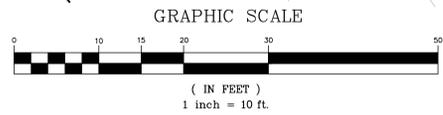
PROJECT SCOPE: 24 UNIT APARTMENT COMPLEX INCLUDING
 16 (N) TOWNHOMES AND 2 (N) APARTMENTS
 AND (E) 6-PLEX APARTMENT BUILDING

SITE AREA: 34,848 SF

BUILDING TYPE: COVERAGE %
 (E) 6-PLEX 1,728 SF
 (E) LAUNDRY/OFFICE 480 SF
 18(N) TOWNHOMES/APT 7,236 SF
TOTALS 9,444 SF 27%

OPEN SPACE REQUIREMENTS

TOTAL REQUIRED:	(22) 2 BR (400 SF) = 8800 SF	PRIVATE OPEN SPACE REQUIRED:	LOWER UNIT: 80 SF (19) = 1520 SF
	(2) 1 BR (350 SF) = 700 SF		2ND STORY UNIT: 40 SF (5) = 200 SF
	TOTALS = 9500 SF		TOTALS = 1680 SF
PROVIDED:	PRIVATE PATIOS	ADDITIONAL OPEN SPACE PROVIDED:	FRONT = 3090 SF
	PATIOS/ 17(11x18) = 3366 SF		SIDE = 723 SF
	(E) PATIO 6X24 = 144 SF		REAR = 753 SF
	(E) DECK 4X40+104 = 264 SF		INTERNAL = 1697 SF
	TOTALS = 3774 SF		TOTALS = 6263 SF
		PRIVATE & COMMON OPEN SPACE PROVIDED:	3774 + 6263 = 10,037 SF



PARKING REQUIREMENTS

PROVIDED: 38 TOTAL SPACES

DRAWING SCHEDULE

- A-1 SITE PLAN
- A-2 GRADING PLAN
- A-3 DEMOLITION PLAN
- A-4 EXTERIOR ELEVATIONS
- A-5 EXTERIOR ELEVATIONS
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN

GREEN ENGINEERING
 A Residential Development Company
 25613 Shafter Way Carmel, CA 93923
 831-915-2501

DRAWN BY: SCOTT GREEN
 APPROVED BY: _____
 REVISION: _____
 SCALE: 1" = 10'
 DATE: 11/19/2015

BEACH TOWN HOME APARTMENTS
 3033 Marina Drive, Marina, Ca
 APN 033-172-002

SITE PLAN

SHEET A-1
 OF
 7 SHEETS

“EXHIBIT G”

MARINA BEACH TOWNHOMES MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each applicable mitigation measure recommended in this Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring and Reporting Program (MMRP).

In order to implement this MMRP, the City of Marina shall designate a Project Mitigation Monitoring and Reporting Coordinator (“Coordinator”). The coordinator shall be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation.

The following table shall be used as the coordinator’s checklist to determine compliance with required mitigation measures.



Marine Beach Townhomes
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
BIOLOGICAL RESOURCES							
<p>B-1 Nesting Bird Surveys and Avoidance. Initial site disturbance shall be prohibited during the general avian nesting season (February 1 – August 30), if feasible. If breeding season avoidance is not feasible, a qualified biologist shall conduct a preconstruction nesting bird survey to determine the presence/absence, location, and status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds, protected by MBTA and the FGC, nesting bird surveys shall be performed not more than 14 days prior to the scheduled vegetation clearance. In the event that active nests are discovered, a suitable buffer should be established around such active nests and no construction within the buffer allowed until a qualified biologist has determined that the nest is no longer active (e.g. the nestlings have fledged and are no longer reliant on the nest). No ground disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 30 and February 1.</p>	<p>Review and approve results of pre-construction/grading surveys conducted by a qualified biologist to determine presence or absence of breeding birds on-site. If birds are present, confirm appropriate buffers have been established.</p>	<p>Complete preconstruction surveys within 14 days of the start of any vegetation removal or construction activity, prior to issuance of grading permit.</p>	<p>Once prior to issuance of a grading permit and periodically during construction</p>	<p>City of Marina Community Development</p>			
NOISE							
<p>N-1 Mufflers. During all demolition, excavation, and grading, all construction</p>	<p>Perform site inspection to confirm compliance.</p>	<p>Spot check for compliance during all</p>	<p>Ongoing throughout</p>	<p>City of Marina Community</p>			



Marine Beach Townhomes
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	Timing	Monitoring Frequency	Responsible Agency or Party	Initial	Date	Comments
equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating maintained mufflers consistent with manufacturers' standards.		excavation, grading, and construction.	construction	Development			
N-2 Electrically-Powered Tools and Facilities. To the extent practical, electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.	Perform site inspection to confirm compliance.	Spot check for compliance during all excavation, grading, and construction.	Ongoing throughout construction	City of Marina Community Development,			



December 3, 2015

Item No:

Honorable Chair and Members
Of the Marina Planning Commission

Planning Commission Meeting
of December 10, 2015

PLANNING COMMISSION OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2015-, APPROVING CONDITIONAL USE PERMIT UP 2015-07 TO ALLOW FOR THE ESTABLISHMENT OF A SMOKE SHOP AT A ±1,472 SQUARE FOOT COMMERCIAL SPACE LOCATED AT 3170 VISTA DEL CAMINO, SUITES D & E (APN 032-054-008)

REQUEST:

It is requested that the Planning Commission:

1. Open a public hearing, take any testimony from the public, and;
2. Consider adopting Resolution No. 2015- , approving Conditional Use Permit UP 2015-07 to allow for the establishment of a smoke shop at a ±1,472 square foot commercial space located at 3170 Vista del Camino, Suites D & E (APN 032-054-008).

BACKGROUND:

On October 2, 2015, Mr. Tony Raffoul submitted an application to the City of Marina for the Marina Spirit Smoke Shop located within the Marina Village Shopping Center at 3170 Vista del Camino, Suites D & E.

The business, according to the applicant, is described as a tobacco and souvenir shop that sells,

“...cigarettes, cigars, tobacco for pipes and hookas, pipes (wooden, glass), lighters and lighter fuel and refilling gas, detox cleaning supplements, earrings and piercing, perfume and perfumes essence, incenses and its supplies, a wild selection of candles, soft drinks (juice, soda, ice tea, water, energy drinks...), clothes, gifts and souvenirs from Marina, vape equipment.”

ANALYSIS:

The proposed business is located on the east side of Vista del Camino, north of Reservation Road. The eastern part of Marina Village Shopping Center is comprised of three separate buildings with three drive aisles off of Vista del Camino. The proposed business is located in two tenant spaces being ±1,472 square foot total, between the existing Siam Delight Restaurant at Suite F & G and Vista Chiropractic at Suite C. Other businesses within the plaza include restaurants, salons, dry cleaners, accounting and locksmith services.

The subject property is identified as Retail/Service on the General Plan Land Use Map and it is within the Planned Commercial (PC) Zoning District. Surrounding land uses include single family residential uses to the north; multiple family residential uses to the east; and commercial uses to the west and south.

The proposed retail use is consistent with the intent of the General Plan *Policy 2.37.1*, which states that the City will provide for shopping and service needs of local residents, business, and persons employed within the City.

Retail stores and shops are a permitted use within the PC Zoning District. Per Marina Municipal Code (MMC) Section 17.26.030, permitted uses include uses which will not be detrimental or obnoxious to the neighborhood in which they are located. The Marina Police Department has identified smoke shops as a high risk operation due to their vulnerability to robberies and burglaries. Thus a Conditional Use Permit (CUP) is required to regulate and mitigate any negative effects that the proposed retail use may have.

Approval of this CUP will introduce a second smoke shop along Reservation Road within a quarter mile linear distance of an existing smoke shop.

Lessons from Twisted Roots

Marina currently has one existing smoke shop “Twisted Roots” located at 265 Reservation Road, Suite O, which was the first ‘smoke shop’ in Marina established on September 27, 2012 through a CUP process. Conditions No. 2 of Twisted Roots CUP required, “That the sale of ‘drug paraphernalia’ as defined within Section 11364.5 of the California Health and Safety Code shall be prohibited.” The relevant section of California law indicating prohibited items was attached to the adopted Resolution No. 2012-14. During the public hearing, at the request of Planning Commissioners, an additional condition, Condition No. 10 was added stating that, “This Conditional Use Permit shall be time limited for one year to September 26, 2013. Prior to this date, the applicant may apply for an extension of the Conditional Use Permit.”

On September 3, 2013, a compliance review was conducted by officers from the Marina Police Department and staff from the Community Development Department. This resulted in identification of several violations of the Conditions of Approval including the sales of drug paraphernalia as defined in the California Health and Safety Code, as identified by Police Department staff.

At the Planning Commission CUP extension public hearing on November 14, 2013, Police Department reports including photographic evidence of prohibited drug paraphernalia for sale was presented. Based on the evidence presented the Planning Commission was unable to make the findings for the issuance of a CUP and the application for an extension time period for the ‘smoke shop’ was denied.

This decision was appealed to the City Council. At the appeal hearing on January 28, 2014, it was identified by Council members that the definitions within California law relating to drug paraphernalia are insufficient for denial of their sale. As such, the City Council upheld the appeal and allowed for continued operation of Twisted Roots with direction to staff to improve the definitions of prohibited items.

Medicinal Marijuana Law in California

This staff report does not contain in depth analysis or a policy recommendation regarding the application in the City of Marina of changing medicinal marijuana laws. Suffice to say that the use of marijuana for medicinal purposes is becoming widely accepted throughout the United States. In California the Compassionate Use Act (1996) and the Medical Marijuana Regulation & Safety Act (2015) support and regulate the growing, distribution and use of marijuana for medicinal purposes.

Meeting with Applicant

On November 12, 2015, a meeting was held at which the Applicant, the Chief of Police and the Acting Director, Community Development Department were present. The following points were discussed with the applicant, and information was shared with regards to the necessary regulation of the business that would allow for its operation.

This discussion focused on hours of operation, tenant security, participation of the Police Department in the review of the interior design, window coverage, sales of methamphetamine smoking paraphernalia, sales of butane, sales of weaponry and sales of other restricted substances such as bath salts.

Laws Relating to Tobacco Products

Both federal and state laws regulate the sale of tobacco products. The applicant will need to provide proof of a seller's permit and cigarette and tobacco product retailer license to sell tobacco at the subject property. California Penal Code (PC) Section 308(a) prohibits the sale of tobacco products or paraphernalia to people less than 18 years of age if that person has grounds to know the recipient is a minor. Furthermore, PC Section 308(b) prohibits anyone less than 18 years of age to buy or possess tobacco, enforceable by local law enforcement agencies.

This requirement is addressed as Condition of Approval No. 1 in the draft Resolution.

Separation of Medicinal Marijuana Paraphernalia

California Health and Safety Code Section 11364.5(a) requires that,

“...no person shall maintain or operate any place of business in which drug paraphernalia is kept, displayed or offered in any manner, sold, furnished, transferred or given away unless such drug paraphernalia is completely and wholly kept, displayed or offered within a separate room or enclosure to which persons under the age of 18 years not accompanied by a parent or legal guardian are excluded.”

As such, Condition of Approval No. 2 has been added to the draft Resolution requiring that prior to issuance of a Certificate of Occupancy for the use, the applicant shall submit proposed interior improvement plans to the Chief of Police for review and approval prior showing how California Health and Safety Code Section 11364.5(a) will be met.

Hours of Operation

In discussion with the applicant, it was determined that the maximum hours of operation for the business would be consistent with the Rogers Liquors store, also located in the Marina Village Shopping Center, but across Vista del Camino.

Condition of Approval No. 3 has been added to the draft Resolution to allow for business hours of operation between 8:00 A.M. and 11:00 P.M. from Monday through Sunday.

Tenant Security

Additional security surveillance has been recommended by the Police Department for this business to mitigate and deter any criminal activity. Conditions of Approval No. 2 and 4 address this issue.

Window Coverage

Consistent with Marina Municipal Code Section 17.59.170, Permitted Signs, Condition of Approval No. 7 allows no more than 10 percent of the square footage of windows and doors of the tenant space.

Sales of Methamphetamine Smoking Paraphernalia

Without a valid prescription, use and possession of methamphetamine is unlawful. Methamphetamine/crack smoking pipes can be found in the City of Marina evidence room. These pipes and smoking techniques are described in the attachment "Common Drug Paraphernalia Sold at Smoke Shops" ("**EXHIBIT A**"). Condition of Approval No. 6 prohibits the sale of methamphetamine smoking pipes as depicted in **EXHIBIT A**.

Sales of Butane

Butane is used in the production of methamphetamine. It is highly flammable and explosive. To deter sales of butane for the purposes of producing methamphetamine, hash oil, etc., Condition of Approval No. 7 limits the number of cans of butane for sale to any individual to five per customer.

Condition of Approval No. 8 requires that, to prevent fire risk from butane inventories, storage areas shall be ventilated to the satisfaction of the Fire Chief and inventories shall be limited to 25 cases of butane at any one time within the store.

Sales of Weapons

Historically, smoke shops are associated with the sales of bongs, glass bongs, water pipes, meth pipes, herbal vaporizers, swords, knives (butterfly and switchblades), shurikens (ninja stars or projectile weapons) and brass knuckles. Condition of Approval No. 9. insures that the above items will not be for sale at the establishment, except as otherwise regulated by State Law.

Sales of Designer Drugs

Two substances that sometimes are found in smoke shops presents a concern to the Marina Police Department; Salvia divinorum and "Bath Salts" and are addressed in the Conditions of Approval.

Salvia divinorum is a psychoactive plant which can induce dissociative effects and is a potent producer of "visions" and other hallucinatory experiences. While not currently regulated by US federal laws, on January 1, 2009, AB 259 (Adams) deemed it illegal in California to sell or distribute salvia to minors.

The Marina Police Department is concern with the sales of 'Bath salts'. "Bath Salts" is the slang word for a trending designer drug that contains substituted cathinones, which have similar effects to amphetamine and cocaine. The white crystals resemble legal bathing products like epsom salts, and are called bath salts with the packaging often stating "not for human consumption" in an attempt to avoid the prohibition of drugs. Bath Salts chemically have nothing to do with actual bath salts. The U.S. Drug Enforcement Administration made it illegal to possess or sale any of three of the chemicals commonly used to make Bath Salts; the synthetic stimulants - Mephedrone, MDPV, and Methylone.

To address the Police Department's concern regarding use of the herb or similar products and Bath Salts, Condition of Approval No. 10 has been added to prohibit the sales of any herbal tobacco, tincture products, or any substance or material containing Salvia divinorum or Salvinorin A.

Condition of Approval No. 11 prohibits the sale of any product containing or consisting of any combination of the three chemicals commonly used to make bath salts; the synthetic stimulants - Mephedrone, MDPV, and Methylone. No product or substance shall be offered for sale or sold that

mimics the physical effects of Salvia divinorum, Salvinorin A, Bath Salts or THC or any similar substance.

Summary

With these safeguards in place, as described in the draft Resolution, staff recommends that the findings can be made the proposed smoke shop will not be detrimental or obnoxious to the neighborhood in which it is are located.

California Environmental Quality Act

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 or facilities not expanding existing uses.

CONCLUSION:

The request is submitted for Planning Commission consideration and possible action.

Respectfully submitted,

Theresa Szymanis, AICP CTP
Acting Director, Community Development Department
City of Marina

CONCUR:

Edmundo Rodriguez
Chief of Police
City of Marina

RESOLUTION NO. 2015-

A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF MARINA APPROVING CONDITIONAL USE PERMIT UP
2015-07 TO ALLOW FOR THE ESTABLISHMENT OF A SMOKE
SHOP AT A ±1,472 SQUARE FOOT COMMERCIAL SPACE
LOCATED AT 3170 VISTA DEL CAMINO, SUITES D & E (APN
032-054-008)

WHEREAS, the Planning Commission of the City of Marina conducted a duly noticed public hearing regarding Conditional Use Permit UP 2015-07 to allow for the establishment of a smoke shop at a ±1,472 square foot commercial space located at 3170 Vista del Camino, Suites D & E (APN 032-054-008), considered all public testimony, written and oral, presented at the public hearing, received; and considered the written information and recommendation of the staff report for the September 27, 2012 meeting related to the proposed use, and;

WHEREAS, the Marina Spirit Smoke Shop, according to the applicant, is described as a tobacco and souvenir shop that sells, "...cigarettes, cigars, tobacco for pipes and hookas, pipes (wooden, glass), lighters and lighter fuel and refilling gas, detox cleaning supplements, earrings and piercing, perfume and perfumes essence, incenses and its supplies, a wild selection of candles, soft drinks (juice, soda, ice tea, water, energy drinks...), clothes, gifts and souvenirs from Marina, vape equipment, and;

WHEREAS, the Planning Commission finds that the proposed use is permitted by the General Plan in that the use will provide for shopping and service needs of local residents, business, and persons employed within the City, and;

WHEREAS, the project is categorically exempt from environmental review in accordance with Section 15301 of the California Environmental Quality Act (CEQA).

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby approving Conditional Use Permit UP 2015-07 to allow for the establishment of a smoke shop at a ±1,472 square foot commercial space located at 3170 Vista del Camino, Suites D & E (APN 032-054-008 making the following findings and subject to the following conditions of approval:

Findings

1. That, as conditioned, the establishment, maintenance and operation of the use applied for will not be detrimental to health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use, in that, the site will be adequately designed for safe and secure use and that the proposed retail use is compatible with surrounding uses and development.
2. That, as conditioned, the establishment, maintenance and operation of the use applied for will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City, in that, the proposed use is compatible with the Retail/Service land use designation and Planned Commercial (PC) Zoning District of the site and the surrounding service and retail commercial land uses.

Conditions of Approval

1. Tobacco Products - Prior to issuance of a Certificate of Occupancy for use of the tenant space located at 3170 Vista del Camino, Suites D & E, applicant shall provide to the Planning Services Division, proof of a seller's permit and cigarette and tobacco product retailer license to sell tobacco at the subject property.
2. Separation of Medicinal Marijuana Paraphernalia - Applicant shall submit proposed interior improvement plans to the Chief of Police for review and approval showing how California Health and Safety Code Section 11364.5(a) will be met. Police Department review shall also focus on Crime Prevention through Environmental Design (CPTED) security principles in reviewing the proposed layout of the tenant space interior.
3. Hours of Operation - The hours of operation of the business shall be between 8:00 a.m. and 11:00 p.m. from Monday through Sunday.
4. Tenant Security - The applicant shall provide and install an alarm system and closed circuit cameras for 24 hour video surveillance within the shop and shall retain records for a period of seven (7) days. Further, applicant shall, upon request, provide to the Marina Police Department, any requested IP address video access or surveillance footage recorded within the previous seven (7) days.
5. Window Signs - Signs may cover no more than 10 percent of the square footage of windows and clear doors of the tenant space.
6. Methamphetamine Smoking Pipes - The sale of methamphetamine smoking pipes as depicted in "**Exhibit A**" attached hereto, shall be prohibited.
7. Butane - No more than five (5) cans of butane shall be permitted to be sold to any one customer.
8. Butane inventories, storage areas shall be ventilated to the satisfaction of the Fire Chief and inventories shall be limited to 25 cases of butane at any one time within the store.
9. Weapons - The sale of knives (butterfly and switchblades), shurikens (ninja stars or projectile weapons) and brass knuckles and/ or similar weaponry shall be prohibited.
10. Designer Drugs - The sale of any herbal tobacco, tincture or other product or any substance or material containing Salvia divinorum or Salvinorin A shall be prohibited. No products or substances shall be offered for sale or sold that mimic or is advertised as mimicking the physical effects of THC or any other illicit or legal drug or substance.
11. That the sales of designer drugs commonly referred to as "Bath Salts" or any product containing or consisting of any combination not limited to the three chemicals commonly used to make bath salts; the synthetic stimulants - Mephedrone, MDPV, and Methylone is prohibited.

Resolution No. 2015-
Page 3.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of December, 2015, by the following vote:

AYES, PLANNING COMMISSION MEMBERS:

NOES, PLANNING COMMISSION MEMBERS:

ABSENT, PLANNING COMMISSION MEMBERS:

ABSTAIN, PLANNING COMMISSION MEMBERS:

David Burnett, Chairperson

ATTEST:

Theresa Szymanis, AICP CTP
Acting Community Development Director

Common Drug Paraphernalia Sold at Smoke Shops



Drug Paraphernalia Defined

California Health and Safety Code 11364(a)

It is unlawful to possess an opium pipe or any device, contrivance, instrument, or paraphernalia used for unlawfully injecting or smoking controlled substances as described in this code. The controlled substances referred to included methamphetamine and cocaine.

California Health and Safety Code 11364.5(a)

Except as authorized by law, no person shall maintain or operate any place of business in which drug paraphernalia is kept, displayed or offered in any manner, sold, furnished, transferred or given away unless such drug paraphernalia is completely and wholly kept, displayed or offered within a separate room or enclosure to which persons under the age of 18 years not accompanied by a parent or legal guardian are excluded.

(Source: legalinfo.gov)

Methamphetamine Smoking Pipes



What is a meth/crack pipe?

Methamphetamine and crack cocaine pipes are used to ingest these and other controlled substances. A simple search on the internet explains how to use these particular pipes for illegal use (smokingmeth.net):

How to Smoke Meth With a Glass Pipe?

This is the simplest way to smoke meth as all you need is a glass pipe. Notice that the glass pipe has a hole on top to place the meth into. The hard part of this is finding a glass pipe as it may not be available around where one lives.

Step 1: Obtain a glass pipe

The First thing to do is for one to obtain a glass pipe which has a hole on the top side. This is sometimes called a "Crack Pipe" as it is used for crack as well.



Step 2: Adding a small amount of meth.

Using the top side where the hole is located, add a small amount of the drug into the pipe. This should be around 0.1 - 0.2 grams.



Step 3: Gently Heating

Holding the pipe on your lips, one starts to gently heat the bottom part of the pipe to allow the drug to vaporize and slowly inhales. **Warning:** Do not over heat in order to not let of too much vapor as this may cause an overdose!



Well there you have it, as simple as adding the drug and heating it, that's why it is the most attractive method for beginners and requires no experience, the difficult thing is for one to obtain the meth pipe.

Cities large and small are faced with the problem of smoke shops selling drug paraphernalia for the illicit use of cocaine, crack and methamphetamine. One of several examples include San Francisco Police conducting undercover operations where they discovered numerous shops were selling crack pipes made out of glass tubes - with small pieces of steel wool or copper scrubbers - and glass tubes with spherical bowls used to smoke crystal methamphetamine (Gordon, 2011).

Butane



Lighter Fluid - Butane: This meth ingredient is often used and is also found as the primary reason that meth labs are known to blow up so frequently since it is so flammable. When ingested, butane can cause gastrointestinal problems, lethargy, diarrhea and many times death. Users generally use pipes that can be purchased in various locations, but often they will use aluminum foil or light bulbs to smoke Meth. There is an abundance of butane type lighters or propane cylinders that are used to heat the Meth to the point that it can be smoked.

Hash “Honey” Oil Production - Butane: This potent type of hash, also called "wax," has taken off in the marijuana market with the rise of electronic cigarettes and other vaporizing devices. Dabs of it can be vaporized and inhaled without the smoke and pungent odor of weed, an act called "dabbing." And they bring on a soaring high even among longtime cannabis smokers who have a strong tolerance for the drug. But the butane used to extract the essential oil of the marijuana plant frequently blows up in the faces of the people making the wax (Mozingo, 2014).

Other Butane Considerations: Qualified patients can use and make hashish legally under state law. However, the [Bergen decision \(2008\)](#) determined that using butane to make hash oil is not covered by the medical use statutes. California Health and Safety Code Section 11379.6(a) makes it unlawful to engage in the chemical extraction of a substance as part of the process of manufacturing a controlled substance. The charge carries a prison sentence of 3-7 years and a fine of up to \$50,000.

Common ‘butane’ lighter fluid is a combination of butane and varying amounts of other hydrocarbons including benzene, ethyl mercaptan, heptane, hexane, and other impurities. "These other hydrocarbons...don’t evaporate as readily and are likely to remain as residue in the extracted cannabis," said Dr. Jeffrey Hergenrather, head of the Society of Cannabis Clinicians. "In general these chemicals are considered neurotoxins." (Canrml.org, 2013)

The County of Los Angeles Fire Department also explains how Marijuana Butane Honey Oil Extraction is on the rise and the associated dangers (fire.lacounty.gov).



A recent Sacramento Bee article discusses calls for regulation on sales of butane canisters (Sangree, 2015):

Butane hash oil, a highly concentrated form of cannabis, is illegal to manufacture but is legal to sell under California's medical marijuana law, meaning dispensaries must get their supply from illicit operations, according to law enforcement officials. The substance is sold in different forms to smoke and also used to make cookies and candies.

Hash oil's concentration of THC, the active substance in marijuana, can reach 85 percent compared with a marijuana bud's typical concentration of about 25 percent, said Vic Massenkoff, an investigator with the Contra Costa County Fire Protection District and one of the state's leading experts on butane hash-oil fires.

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