

**MERCED COUNTY PLANNING COMMISSION**  
**MINUTES FOR MEETING OF JULY 27, 2011**

---

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of July 27, 2011, are available online at [www.co.merced.ca.us/planning/plancomarchive.html](http://www.co.merced.ca.us/planning/plancomarchive.html).

**I. CALL MEETING TO ORDER**

The regularly scheduled meeting of the Merced County Planning Commission was called to order at 9:02 a.m., on July 27, 2011, in the Board Chambers located at 2222 "M" Street, Third Floor, Merced, California.

**II. ROLL CALL OF COMMISSIONERS**

Commissioners Present: Commissioner Lynn Tanner - Chairman  
Commissioner Jack Mobley - Vice Chairman  
Commissioner Mark Erreca  
Commissioner Rich Ford  
Commissioner Greg Thompson

Staff Present: Paul A. Fillebrown, Interim Development Services Director  
Kim Anderson, Recording Secretary  
Bob King, Senior Planner

Legal Staff: Marianne Greene, Deputy County Counsel

Commissioners Absent: None

**III. APPROVAL OF MINUTES**

None

**IV. CITIZEN COMMUNICATIONS**

None

**V. PUBLIC HEARINGS**

- A. ADMINISTRATIVE APPLICATION No. AA11-016 – ReyesTighe** - To allow a semi-mobile food vendor on a parking lot on the northwest corner of Winton Way and Gertrude Avenue in the community of Winton designated as General Commercial in the General Plan and zoned C-2 (General Commercial). **BK**

**Recommendation:** The actions requested are to:

- 1) Determine that the application is exempt from CEQA review under Section 15061 (b)(3) of the CEQA Guidelines, and;
- 2) Approve Administrative Permit No. AA11-016 based on the project findings, and subject to the conditions of approval presented in the Staff Report

Planner Bob King presented the Staff Report and recommendations of approval dated July 27, 2011.

The public hearing opened at 9:05 a.m.

No one spoke in favor or opposition to this application.

The public hearing closed at 9:06 a.m.

Commissioner Thompson asked how many taco trucks are in the area of Winton.

## MERCED COUNTY PLANNING COMMISSION

Minutes – July 27, 2011

Page 2

Planner Bob King responded and said there are three taco trucks nearby, with the closest one being a ½ mile away.

**MOTION: M/S MOBLEY - ERRECA, AND UNANIMOUSLY CARRIED BY A VOTE OF 5 - 0, THE PLANNING COMMISSION EXEMPTS ADMINISTRATIVE APPLICATION No. AA11-016 FROM CEQA.**

**MOTION: M/S MOBLEY - ERRECA, AND UNANIMOUSLY CARRIED BY A VOTE OF 5 - 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JULY 27, 2011, AND MAKES THE 8 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND APPROVES ADMINISTRATIVE APPLICATION No. AA11-016 SUBJECT TO THE 7 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:**

### Conditions:

#### Planning & Community Development Department

1. Administrative Permit No. AA11-016 is granted to operate a semi-mobile food vendor within the parking lot at 6029 Winton Way in the community of Winton.
2. The project shall operate in a manner that is consistent with the approved Site Plan and the applicant's Operational Statement. Minor Modifications may be approved by the Development Services Director.
3. Operating hours will be 10:00 AM to 9:00 PM seven days a week.
4. The Permit will expire if not implemented within one year of approval unless extended by the County prior to expiration.
5. The applicant shall comply with Section 18.47.280.D (Semi-Mobile Food Vendors) of the Merced County Zoning Code.
6. For the purpose of conditions monitoring, an inspection fee in the amount of **\$162.00** shall be required. This fee shall be paid within 30 days of the approval date. Should additional inspections be required, inspection time shall be billed to the applicant at the established hourly rate at the time of the inspection.

#### County Counsel

### 7. **INDEMNITY AND HOLD HARMLESS AGREEMENT:**

Maria Reyes (Reyes) has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Reyes. Reyes liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of Reyes, their employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY.

**MERCED COUNTY PLANNING COMMISSION**

**Minutes – July 27, 2011**

**Page 3**

This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Reyes will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause and shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following Administrative Application No. AA11-016 approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorney's fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

**VI. COMMISSION ACTION ITEM (S)**

None

**VII. DIRECTOR'S REPORT**

Paul Fillebrown, Interim Planning Director, said that the General Plan Update – Public Draft Review, will take place on August 9<sup>th</sup> at the Board of Supervisors meeting.

**VIII. COMMISSIONERS COMMENTS**

None

**IX. ADJOURNMENT**

There being no further business, the meeting adjourned at 9:10 a.m.