

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF JANUARY 9, 2013

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of January 9, 2013, are available online at 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 9:00 a.m., on January 9, 2013, 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 Rich Ford
 Commissioner Jack Mobley
 Commissioner Greg Thompson

Staff Present: Mark Hendrickson, Interim Development Services Director
 William Nicholson, Assistant Development Services Director
 Kim Anderson, Recording Secretary
 Malinda Farias, EH Office Assistant III
 Jeff Fugelsang, Planner III
 Oksana Newmen, Planner III

Legal Staff: Marianne Greene, Deputy County Counsel

Commissioners Absent: Commissioner Mark Erreca

III. APPROVAL OF MINUTES

MOTION: MOBLEY – FORD AND CARRIED BY A VOTE OF 4 – 0, THE COMMISSION APPROVED THE MINUTES FROM NOVEMBER 28, 2012 AND DECEMBER 05, 2012.

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

A. ZONE VARIANCE No. ZV12-002 - Sign Development (Applicant) - To vary from Chapter 18.42 of the Zoning Code, Sign Regulations, to allow illumination of 2 canopy signs, a wall sign and gas price sign at an existing mini-mart/gas station. The project site is located on the west side of Highway 59, 800 feet north of Gerard Avenue. The parcel is designated Merced SUDP-Commercial General and zoned M-1 (Light Manufacturing). (1.1 acres) **ON**

Recommendation: The actions requested are to:

- 1) Determine that the project is categorically exempt from CEQA under Sections 15301 and 15311 of the CEQA Guidelines, and;
- 2) Approve Zone Variance No. ZV12-002 based on the project findings and subject to the conditions of approval presented in the staff report.

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Planner Oksana Newmen presented the Staff Report and recommendations of approval dated January 9, 2013.

The public hearing opened at 9:04 a.m.

Speaker Elizabeth Schmidt representing Sign Development, Inc. stated she was present to answer any questions or concerns that the public may have.

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

MOTION: M/S MOBLEY – FORD AND CARRIED BY A VOTE OF 4 – 0, THE PLANNING COMMISSION EXEMPTS ZONE VARIANCE No. ZV12-002 FROM CEQA.

MOTION: M/S MOBLEY – FORD AND CARRIED BY A VOTE OF 4 – 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JANUARY 9, 2013, MAKES THE 13 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND APPROVES ZONE VARIANCE No. ZV12-002 SUBJECT TO THE 3 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Planning and Community Development Conditions:

1. Zone Variance No. ZV12-002 is granted to allow illuminated signage on an existing gas station canopy, a wall sign, and a gas price sign.
2. The applicant shall comply with all applicable County, State and Federal regulations. These regulations shall include, but not be limited to standards administered by the County Fire, Health, Planning, and Public Works Departments.

County Counsel

3. INDEMNITY AND HOLD HARMLESS AGREEMENT:

Yogesh Gandotra has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees 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 Yogesh Gandotra.

Yogesh Gandotra's 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 Yogesh Gandotra, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, 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. This duty shall arise at the first claim, petition, or

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allegation of liability against County. Yogesh Gandotra will on request and at its expense, defend any action or suit or proceeding arising hereunder. This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees 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, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following Zone Variance NO. ZV12-002 approval, modification, or denial.

This clause for indemnification shall be interpreted to the broadest extent permitted by law.

- B. CONDITIONAL USE PERMIT No. CUP12-019 – Ninos Betsy (Applicant)** - To re-establish an automobile repair shop in an existing 1,200 square foot building. The property is located on the east side of Highway 165 (Lander Avenue), and 400 feet north of Third Avenue in the Stevinson SUDP. The project site is designated Stevinson SUDP- General Commercial land use in the General Plan and zoned C-2 (General Commercial). (0.7 acre) **JF**

Recommendation: The actions requested are to:

- 1) Determine that the project is categorically exempt from CEQA review under Section 15301 of the CEQA Guidelines, and;
- 2) Approve Conditional Use Permit No. CUP12-019 based on the project findings, and subject to the conditions of approval presented in the Staff Report.

Planner Jeff Fugelsang presented the Staff Report and recommendations of approval dated January 9, 2013.

The public hearing opened at 9:08 a.m.

Craig Scott representing himself as the Architect and with him the property owner, Conrad McGee were present to answer any questions or concerns the public may have.

The public hearing closed at 9:09 a.m.

MOTION: M/S MOBLEY – FORD AND CARRIED BY A VOTE OF 4 – 0, THE PLANNING COMMISSION EXEMPTS CONDITIONAL USE PERMIT No. CUP12-019 FROM CEQA.

MOTION: M/S MOBLEY – FORD AND CARRIED BY A VOTE OF 4 – 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JANUARY 09, 2013, MAKES THE 10 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND APPROVES CONDITIONAL USE PERMIT No. CUP12-019 SUBJECT TO THE 11 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Planning & Community Development Department

1. Conditional Use Permit No. CUP12-019 is granted to re-establish an automobile repair shop in an 1,800 square foot existing building, in accordance with the approved plot plan.

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2. The project shall operate in a manner that is consistent with the approved Plot Plan and the applicant's Operational Statement. Minor Modifications may be approved by the Planning Director upon submittal of an acceptable application.
3. Additional pavement is required to the south of the commercial building for parking. The applicant shall pave and stripe seven parking spaces, one of which must be American Disability Act (ADA) compliant.
4. The applicant shall comply with all of the applicable standard conditions of approval listed in the Planning Commission Resolution No 97-1.
5. 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 / property owner at the established hourly rate at the time of the inspection. This permit will not be considered valid until the conditions monitoring fee has been paid.
6. The applicant shall comply with all applicable County, State and Federal regulations. These regulations shall include, but not be limited to standards administered by the County Fire, Health, Planning, Commerce, Aviation, and Economic Development, and Public Works Departments.

County Counsel

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

NINOS BETSY AND CONRAD MCGEE has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees 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 NINOS BETSY AND CONRAD MCGEE.

NINOS BETSY AND CONRAD MCGEE's 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 NINOS BETSY AND CONRAD MCGEE, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, 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. This duty shall arise at the first claim, petition, or allegation of liability against County. NINOS BETSY AND CONRAD MCGEE will on request and at its expense, defend any action or suit or proceeding arising hereunder.

This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees 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, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following CONDITIONAL USE PERMIT NO. CUP12-019 approval, modification, or denial.

This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Commerce Aviation and Economic Development Department

8. The applicant/owner shall obtain a Business License from the Commerce Aviation and Economic Development Department. The Property Owner/Applicant shall pay all required fees for the Business License. The Property Owner/Applicant shall annually renew the Business License and pay all required fees.

Department of Public Health/ Environmental Health Division

9. Any hazardous material *stored* on-site over threshold quantities (55 gallons, 200 cu. ft. or 500 pounds) requires that a hazardous material business plan (HMBP) be filed with the Division of Environmental Health. *Any quantity* of hazardous waste *generated* on site also requires that a HMBP be filed.
10. On-site well water exceeds current maximum contaminant levels for arsenic. Employees must use alternative, safe sources of drinking water.
11. The business owner must acquire a Tire Program Identification Number from CalRecycle.

VI. COMMISSION ACTION ITEM (S)

None

VII. DIRECTOR'S REPORT

Mark Hendrickson, Interim Development Services Director, stated that he would like to remind the public of the General Plan Update Draft Environmental Impact Report to review and make any comments by January 29, 2013.

VIII. COMMISSIONERS COMMENTS

None

IX. ADJOURNMENT

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