

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF APRIL 09, 2014

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of April 09, 2014 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 April 09, 2014 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
 Commissioner Greg Thompson
 Commissioner Mark Erreca

Staff Present: Mark Hendrickson, Director
 Oksana Newmen, Interim Deputy Director-Planning
 Ana Muniz-Laguna, Recording Secretary
 James Holland, Planner III

Legal Staff: Trevor Finneman, County Counsel

Commissioners Absent: Commissioner Rich Ford

III. APPROVAL OF MINUTES

None

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

- A. MINOR SUBDIVISION No. MS14-001 - Betty Wells - To subdivide a 126.37 Acre parcel into two parcels to retain an existing homesite. Parcel 1 = 43.50 Acres and a Remainder Parcel = 82.87 Acres. The property is located on the east side of Fresno Road, 0.6 miles north of Buchanan Hollow Road in the LeGrand area, designated Agricultural land use and zoned A-1 (General Agricultural). **JH****

Recommendations: The actions requested are to:

- 1) Find the project exempt from CEQA review under Section 15183 of the CEQA Guidelines: Projects Consistent with a Community Plan or Zoning; and;
- 2) Approve Minor Subdivision Application No. MS14-001 based on the project findings and subject to the conditions of approval presented in the staff report.

James Holland, Planner III, gave a PowerPoint presentation and summarized the Staff Report.

The public hearing opened at 9:15 a.m.

Duane Andrews of Golden Valley Engineering, working together with applicant Betty Wells, stated that he was available for any questions on the project.

The public hearing closed at 9:17 a.m.

MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 4-0, THE PLANNING COMMISSION FIND THE PROJECT EXEMPT FROM CEQA REVIEW UNDER SECTION 15183 OF THE CEQA GUIDELINES; PROJECTS CONSISTENT WITH A COMMUNITY PLAN OR ZONING; AND

MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 4-0, THE PLANNING COMMISSION APPROVE MINOR SUBDIVISION APPLICATION No. MS14-001 BASED ON THE 10 PROJECT FINDINGS AND SUBJECT TO THE 5 CONDITIONS OF APPROVAL PRESENTED IN THE STAFF REPORT.

Planning & Community Development Department

1. A parcel map, including all parcels involved, shall be recorded within two (2) years of the approval date, as required by the Subdivision Map Act and Merced County Subdivision Code.
2. A notice shall be placed on the face of the parcel map stating that there is no right to construct any new residences on the parcels created through Minor Subdivision No. MS14-001.
3. A notice shall be placed on the face of the parcel map stating that each parcel shall at all times have its own irrigation well and related irrigation facilities to ensure that each parcel remains agriculturally viable in accordance with the parcels' A-1 (General Agricultural) zoning designation.
4. The applicant shall comply with all applicable County, State and Federal regulations.

County Counsel

5. INDEMNITY AND HOLD HARMLESS AGREEMENT:

BETTY WELLS 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 BETTY WELLS.

BETTY WELLS 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 BETTY WELLS, 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. BETTY WELLS 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 project approval, modification, or denial.

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

VI. COMMISSION ACTION ITEM (S)

None

VII. DIRECTOR'S REPORT

Mr. Hendrickson introduced and welcomed Oksana Newmen as the Interim Deputy Director for Community and Economic Development.

VIII. COMMISSIONERS COMMENTS

None

IX. ADJOURNMENT

There being no further business, the meeting adjourned at 9:19 a.m.