

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF APRIL 08, 2015

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of April 08, 2015, 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 08, 2015, in the Board Chambers located at 2222 "M" Street, Third Floor, Merced, California.

II. ROLL CALL OF COMMISSIONERS

Commissioners Present: Commissioner Mark Erreca- Acting Chairman
 Commissioner Rich Ford
 Commissioner Greg Thompson
 Commissioner Robert Acheson

Staff Present: Mark Hendrickson, Development Services Director
 Oksana Newmen, Deputy Director of Planning
 Ana Muniz-Laguna, Recording Secretary
 Pam Rutledge-Navares, Planner I
 Brian Guerrero, Planner III

Legal Staff: Thomas Ebersole, Deputy County Counsel

Commissioners Absent: Commissioner Jack Mobley

III. APPROVAL OF MINUTES

None

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

- A. **MINOR SUBDIVISION No. MS11-004 – Brad Buttrey** - To divide a 40.00 gross acre parcel into two 20 gross acre parcels on property located at the southwest corner of Cleveland Road & Orchard Way in the El Nido area. The property is designated Agricultural land use in the General Plan and zoned A-1 (General Agricultural). **BG****

Recommendations: The actions requested are to:

- 1) Find the project exempt from CEQA review under Section 15183 – “Projects Consistent with a Community Plan or Zoning” of the CEQA Guidelines; and,
- 2) Approve Minor Subdivision No. MS11-004 based on the project findings and subject to the conditions of approval in the staff report.

Mr. Brian Guerrero, Planner III, gave a PowerPoint presentation and summarized the Staff Report. He clarified a condition of approval that applicant shall insure that if Merced Irrigation District provides service, that it needs to do so to both parcels.

Commissioner Thompson suggested that if there is any kind of common use between the two parcels whether it is an irrigation system, pump or water well, traversing both property lines, that it be addressed in the parcel map as servicing both properties.

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

No one spoke during the public hearing.

The public hearing closed at 9:10 a.m.

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

MOTION: M/S THOMPSON – FORD, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION APPROVES MINOR SUBDIVISION No. MS11-004 BASED ON THE 10 PROJECT FINDINGS AND SUBJECT TO THE 7 CONDITIONS OF APPROVAL IN THE STAFF REPORT.

Community and Economic 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. MS11-004.
3. A notice shall be placed on the face of the parcel map stating that in order to provide for the continued possible delivery of irrigation water to each parcel, easements shall be provided as needed for each parcel to have direct access to Merced Irrigation District (MID) facilities.
4. The applicant shall comply with all applicable County, State and Federal regulations.

County Counsel

5. INDEMNITY AND HOLD HARMLESS AGREEMENT:

BRAD BUTTREY 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 BRAD BUTTREY.

BRAD BUTTREY'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 BRAD BUTTREY, its agents, subcontractors, employees, boards, and commissions. The duty shall

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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. BRAD BUTTREY 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.

Merced Irrigation District (MID)

6. The applicant shall ensure MID irrigation water delivery to all new parcels. In addition, an irrigation easement must be provided from the existing irrigation delivery gate currently serving the whole property if there is not an MID irrigation delivery located within each new parcel.
7. The applicant shall ensure that no storm water runoff or agricultural drainage is to be discharged into MID facilities

- B. MINOR SUBDIVISION No. MS15-002 – Susan Marchese** - To divide a 45.3 acre parcel into 2 parcels for estate planning purposes, resulting in parcel sizes of 20 acres and 25.3 acres, with no plans for an additional residence. The property is located on the west side of S. Schmidt Road, 225 feet north of W. Rose Garden Road in the Gustine area. The property is designated Agricultural land use and zoned as A-1 (General Agricultural). **PN**

Recommendations: The actions requested are to:

- 1) Find the project exempt from CEQA review under Section 15183 – “Projects Consistent with a Community Plan or Zoning” of the CEQA Guidelines; and,
- 2) Approve Minor Subdivision No. MS15-002 based on the project findings and subject to the conditions of approval in the staff report.

Mr. Hendrickson introduced to the Planning Commission Pam Rutledge-Navares, Planner I, as one of the new planners with the Community and Economic Development Department.

Ms. Pam Rutledge-Navares, Planner I, gave a PowerPoint presentation and summarized the Staff Report.

Commissioner Ford asked if the corner parcel shown on the parcel map was under the same ownership as the rest of the parcels shown for the project and Ms. Rutledge-Navares answered that it is not.

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

No one spoke during the public hearing.

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The public hearing closed at 9:18 a.m.

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

MOTION: M/S THOMPSON – ACHESON, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION APPROVES MINOR SUBDIVISION No. MS15-002 BASED ON THE 10 PROJECT FINDINGS AND SUBJECT TO THE 6 CONDITIONS OF APPROVAL IN THE STAFF REPORT.

Community and Economic 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 new (or additional) residences on any of the parcels created through Minor Subdivision No. MS15-002.
3. A notice shall be placed on the face of the parcel map stating that in order to provide for the continued possible delivery of irrigation water to each parcel, easements shall be provided that will provide future owners of each parcel direct access to Central California Irrigation District (CCID) irrigation facilities.
4. The applicant shall comply with all applicable County, State and Federal regulations.

County Counsel

5. INDEMNITY AND HOLD HARMLESS AGREEMENT:

Susan A. Marchese 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 Susan A. Marchese

Susan A. Marchese'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 Susan A. Marchese, 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. Susan A. Marchese will on request and at its expense, defend any action or suit or proceeding arising hereunder.

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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.

Department of Public Works: Roads Division

6. Right-of-way dedication is required to fulfill the property owners half of a 60' ultimate right-of-way for county roads fronting the property.
 - a. Rose Garden Road has an existing 50' right-of-way, with 20' lying on the owner's side of the road centerline. The owners shall dedicate an additional 10' of right-of-way along the Rose Garden Road frontage of the property.
 - b. Schmidt Road has an existing 50' right-of-way, with 25' lying on the owner's side of the road centerline. The owners shall dedicate an additional 5' of right-of-way along the Schmidt Road frontage of the property.

VI. COMMISSION ACTION ITEM (S)

None

VII. DIRECTOR'S REPORT

None

VIII. COMMISSIONERS COMMENTS

None

IX. ADJOURNMENT

There being no further business, the meeting adjourned at 9:20 a.m.