

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF JULY 8, 2015

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of July 8, 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 July 8, 2015, in the Board Chambers located at 2222 "M" Street, Third Floor, Merced, California.

II. ROLL CALL OF COMMISSIONERS

Commissioners Present: Commissioner Jack Mobley – Acting Chair
Commissioner Mark Erreca
Commissioner Greg Thompson

Staff Present: Oksana Newmen, Deputy Director Planning
Ana Muniz-Laguna, Recording Secretary
Brian Guerrero, Planner III

Legal Staff: Michael Linden, Deputy County Counsel

Commissioners Absent: Commissioner Rich Ford
Commissioner Robert Acheson

III. APPROVAL OF MINUTES

None

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

- A. CONDITIONAL USE PERMIT No. CUP15-009 - Ali M. Muheyaddin - To establish a used vehicle overflow display lot for an adjacent used car dealership at the northeast corner of E. 21st. Street and E. Hwy 140 (Yosemite Parkway) designated Merced Urban Community - Neighborhood Commercial in the General Plan and zoned C-2 (General Commercial). **BG****

Recommendations: The actions requested are to:

- 1) Find the project exempt from CEQA review under Section 15332 – “In-Fill Development Projects” of the CEQA Guidelines, and;
- 2) Approve Conditional Use Permit No. CUP15-009 based on the project findings and subject to the conditions of approval listed in the staff report.

Planner Brian Guerrero presented the Staff Report and recommendations of approval dated July 8, 2015.

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.

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MOTION: M/S ERRECA - THOMPSON, AND CARRIED BY A VOTE OF 3 - 0, THE PLANNING COMMISSION EXEMPTS CONDITIONAL USE PERMIT No. CUP15-009 FROM CEQA.

MOTION: M/S ERRECA - THOMPSON, AND CARRIED BY A VOTE OF 3 - 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JULY 8, 2015, AND MAKES THE 8 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND, APPROVES CONDITIONAL USE PERMIT No. CUP15-009 SUBJECT TO THE 13 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Conditions:

Community and Economic Development Department

1. Conditional Use Permit No. CUP15-009 is granted to establish a used vehicle overflow lot for an adjacent used car dealership in accordance with the submitted plot plan and operational statement. Minor Modifications may be approved by the Community and Economic Development Director upon submittal of an acceptable application.
2. The number of vehicles on display at this site shall not exceed 20 vehicles.
3. No customer parking is allowed at this site. The applicant shall provide a shuttle service from the existing used car dealership to the project site.
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 approval. 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, Community and Economic Development Department and Public Works Departments.

County Counsel

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

Ali Muheyaddin 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

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officers of Ali Muheyaddin. Ali Muheyaddin'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 Ali Muheyaddin, 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. Ali Muheyaddin 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. CUP15-009 approval, modification, or denial.

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

Department of Public Health/ Division of Environmental Health

8. The business shall not perform any vehicle repair or maintenance on either site unless first submitting a hazardous material business plan to MCDEH

Fire Department

9. The applicant shall install Reflective Building Identification that meets Fire Department Design Specifications. Contact the Prevention Bureau for additional information.
10. If security gates are installed they shall be approved by the Fire Department.
 - a. As required, the applicant shall install and maintain a Merced County Coded "Knox" key switch or "Knox" padlock, whichever is most appropriate in relation to your needs.

City of Merced

11. Prior to issuance of any permit for the project, or within 3 months of granting of this Conditional Use Permit if no permits are issued, the applicant/property owner shall enter into an annexation agreement with the City of Merced agreeing to waive their right to protest any future annexation of the site to the City. The applicant/property owner shall also agree to annex to the City's Services Community Facilities District (CFD) at the time of annexation and waive their right to protest annexation to the CFD as well.
12. No floodlights shall be used on site
13. All signage, including temporary signs shall conform with all applicable Merced County plans and ordinances.

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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 9:15 a.m.