

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF JULY 22, 2015

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of July 22, 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 22, 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 Chairman
 Commissioner Mark Erreca
 Commissioner Rich Ford
 Commissioner Robert Acheson

Staff Present: Mark Hendrickson, Director
 Ana Muniz-Laguna, Recording Secretary
 Sandy Saechao, Planner I

Legal Staff: Michael Linden, Deputy County Counsel

Commissioners Absent: Commissioner Greg Thompson

III. APPROVAL OF MINUTES

MOTION: M/S ERRECA – FORD AND CARRIED BY A VOTE OF 4 – 0, THE COMMISSION APPROVES THE MINUTES FROM OCTOBER 8, 2014; DECEMBER 3, 2014 AND DECEMBER 17, 2014.

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

A. **ZONE VARIANCE No. ZV 15-001 – Grand Salkhi Properties - To vary from the Zoning Code standards to increase the height of an existing free-standing sign from 55 feet to 85 feet and to enlarge the total sign area. The property is located on the southwest corner of Paul Negra Road and southbound Interstate-5 in the Firebaugh area. The project site is designated General Commercial land use in the General Plan and zoned Highway Interchange Center (HIC). **SS****

Recommendations: The actions requested are to:

- 1) Find the project exempt from further CEQA review under Section 15311, "Accessory Structures" of the CEQA guidelines, and;
- 2) Approve Zone Variance No. ZV15-001 based on the project findings and subject to the conditions of approval presented in the staff report.

Planner Sandy Saechao presented the Staff Report and recommendations of approval dated July 22, 2015.

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

Amin Salkhi, the applicant, thanked the Planning Department for their efforts with his application.

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The public hearing closed at 9:07 a.m.

MOTION: M/S ERRECA - FORD, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION EXEMPTS ZONE VARIANCE No. ZV 15-001, FROM CEQA.

MOTION: M/S ERRECA - ACHESON, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JULY 22, 2015, AND MAKES THE 12 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND, APPROVES ZONE VARIANCE No. ZV 15-001 SUBJECT TO THE 6 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Conditions:

Community and Economic Development Department

1. Zone Variance No. ZV15-001 is granted to allow an increase of height and size of an existing free standing sign at an existing gas station service center, with a total height of 85 feet and a total area of 368.40 square feet.
2. Only goods and services available on-premise shall be displayed. This restricting also applies to any advertisement shown on the color message center display attached to the pylon.
3. The advertisement on the message center display shall be static and limited to one message change per day.
4. 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.

Department of Public Works – Building and Safety Division

5. An architect or engineer licensed in the state of California shall draw plans and provide any structural calculations for the proposed structure. The plans must be submitted to the Building Division for approval and a permit before any construction can begin. Submittals must consist of:
 - a. Two (2) sets of plans and two (2) sets of calculations/reports on paper.
 - b. One (1) set of all plans and calculations/reports in an electronic format (either on CD/Disk, flash drive, or e-mail)

County Counsel

6. INDEMNITY AND HOLD HARMLESS AGREEMENT:

Grand Salkhi Properties LLC 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 Grand Salkhi Properties LLC.

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Grand Salkhi Properties LLC'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 Grand Salkhi Properties LLC, 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. Grand Salkhi Properties LLC 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. ZV15-001 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

None

VIII. COMMISSIONERS COMMENTS

None

IX. ADJOURNMENT

There being no further business, the meeting adjourned at 9:08 a.m.